

**The Gazette**



**of India**

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**NOTICE**

The undermentioned Gazettes of India Extraordinary were published upto the 18<sup>th</sup> July 1953:—

Issue No.	No. and date	Issued by	Subject
181	S. R. O. 1382, dated the 13th July 1953.	Election Commission, India.	Appointment of Shri Raghunanda Saran, a retired District Judge of Uttar Pradesh as a Chairman of the Tribunal.
182	S. R. O. 1383, dated the 1st July 1953.	Ditto	Election Petition No. 196 of 1952.
	S. R. O. 1384, dated the 1st July 1953.	Ditto	Election Petition No. 14/304 of 1952.
183	S. R. O. 1385, dated the 2nd July 1953.	Ditto	Election Petition No. 32 of 1952.
	S. R. O. 1386, dated the 2nd July 1953.	Ditto	Election Petition No. 155 of 1952.
184	S. R. O. 1387, dated the 3rd July 1953.	Ditto	Election Petition No. 302 of 1952.
	S. R. O. 1388, dated the 3rd July 1953.	Ditto	Election Petition No. 123 of 1952.

Issue No.	No. and date	Issued by	Subject
185	S. R. O. 1417, dated the 16th July 1953.	Ministry of Finance (Revenue Division)	Exemptions of certain jute manufactures from Customs duty leviable when ex-ported from India.
	S. R. O. 1418, dated the 16th July 1953	Ditto	Amendments to be made in the notification of the late Finance Department (Central Revenues) No. 33-Customs, dated the 22nd June 1955.
186	S. R. O. 1419, dated the 17th July 1953.	Delimitation Commission, India.	Delimitation Commission, India, Final order No 1.
187	S. R. O. 1420, dated the 3rd July 1953.	Election Commission, India.	Election Petition No, 301 of 1952.
188	S. R. O. 1421, dated the 16th July 1953.	Ministry of External Affairs.	Rules for the election of Commissioners of the Chandernagore Municipality.
	S. R. O. 1422, dated the 16th July 1953.	Ditto	Modification in the rules for the election of Chairman and Vice-Chairman of Municipalities as extended to Chandernagore.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

### PART II—Section 3

**Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).**

#### ELECTION COMMISSION, INDIA

*New Delhi, the 17th July 1953*

**S.R.O. 1431.—Corrigendum.**—In column 1 of the Schedule appended to the Election Commission's Notification No. MB-P/52(9), dated the 17th May, 1952, published at page 1415 of the Gazette of India, Extraordinary, Part I—Section 1, dated the 17th May, 1952, for "Shri Joharilal Lal Daulatramji Mittal", read "Shri Joharilal Mital".

[No. MB-P/52(22)/11896.]

By order,

P. N. SHINGHAL, Secy.

## MINISTRY OF HOME AFFAIRS

*New Delhi, the 20th July 1953*

**S.R.O. 1432.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with articles 313 and 372 thereof and paragraph 19 of the Adaptation of Laws Order, 1950, the President hereby directs that the following further amendment shall be made in the notification of the Government of India in the late Home Department No. F.9/2/33-Ests., dated the 9th January 1934, namely:—

In the Schedule to the said notification, below the entry relating to "Superintendent" under the heading "Legislative Department" and under sub-heading "Delimitation Commission" the following entry shall be added, namely:—

"Private Secretary to the Chairman.	Chairman	Secretary Chairman	(i) to (v) All"
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[No. 7/12/53-Ests.]

**S.R.O. 1433.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with article 313 and 372 thereof and paragraph 19 of the Adaptation of Laws Order, 1950, the President hereby directs that the following further amendment shall be made in the Rules published with the notification of the Government of India in the late Home Department No. F.9-19/30-Ests., dated the 27th February 1932, namely:—

In the Schedule to the said Rules, under the heading "Department of Education, Health and Lands", sub-heading "Survey of India", for the words "Secretary, Ministry of Agriculture" wherever they occur in column 5, the words "Secretary, Ministry of Natural Resources and Scientific Research" shall be substituted.

[No. 7/21/53-Ests.]

*New Delhi, the 21st July 1953*

**S.R.O. 1434.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with articles 313 and 372 thereof and paragraph 19 of the Adaptation of Laws Order, 1950, the President hereby directs that the following further amendment shall be made in the rule published with the notification of the Government of India in the late Home Department, No. F.9-19/30-Ests., dated the 27th February 1932, namely:—

In the Schedule to the said rules, under the heading "Department of Education, Health and Lands" and under the sub-headings "Chairman's office, Central Tractor Organisation Delhi" and "Offices of the Divisional Agricultural Engineers Central Tractor Organisation", for the words "Additional Secretary, Ministry of Food and Agriculture (Agri.)" in column 5 the words "Secretary, Ministry of Food and Agriculture" shall be substituted.

[No. 7/18/53-Ests.]

S. P. MAHNA, Asstt. Secy.

## MINISTRY OF FINANCE (REVENUE DIVISION)

*New Delhi, the 16th July 1953*

**S.R.O. 1435.**—*Corrigendum.*—In the list of cotton piece goods appended to the Government of India, Ministry of Finance (Revenue Division) Resolution No. 250(8)-Cus. I/48, dated the 30th April 1948,—

- (1) For the item "Cordurory and Corded cloth (cotton)", read "Cordurory and Corded Cloth (Cotton), having no pile formation".
- (2) After the item "Dawanles", add, "Dedsuti".

[No. 70/115/53-Cus. I.]

A. K. MUKARJI, Dy. Secy.

## CUSTOMS

*New Delhi, the 25th July 1953*

**S.R.O. 1436.**—In exercise of the powers conferred by Section 23 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the following further amendments shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 13 (Customs), dated the 28th February 1953, namely:—

In the schedule to the said notification, after Serial No. 33 and connected entries, the following Serial No. and connected entries shall be inserted, namely:—

Serial No.	Name of article	Limitation or condition	Extent of exemption
"34	Hearing aid appliances falling under item 73 of the First Schedule to the Indian Tariff Act, 1934.		The whole"

[No. 61.]

E. RAJARAM RAO, Joint Secy.

## MINISTRY OF COMMERCE AND INDUSTRY

*New Delhi, the 15th July 1953*

**S.R.O. 1437.**—In exercise of the powers conferred by clause (a) of rule 9 of the Indian Power Alcohol Rules, 1950, the Central Government hereby directs that the following amendment shall be made in the Notification of the Government of India in the Ministry of Commerce and Industry No. S.R.O. 1601, dated the 17th September, 1952, namely:—

In the Schedule to para. 2 of the said Notification, for the transport charges by road shown therein, the following shall be substituted, namely:—

(a) for a distance not exceeding fifteen miles.

Rates of charges.

Three pies for every five miles or part thereof.

(b) for a distance exceeding fifteen miles.

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|---|---|
| { | <p>(1) for the first fifteen miles, at the rate specified in item (a); and</p> <p>(2) for any distance in excess of fifteen miles, at the rate of three pies for every ten miles or part thereof.</p> |
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Provided that there shall be a minimum charge of half-anna per gallon and maximum charge shall not exceed three annas per gallon.

[No. Ind. (B)-42(8)/51.]

S. G. RAMACHANDRAN, Dy. Secy.

## MINISTRY OF FOOD AND AGRICULTURE

(Agriculture)

*New Delhi, the 14th July 1953*

**S.R.O. 1438.**—In pursuance of the provisions of sub-section (d) of section 4 of the Indian Oilseeds Committee Act, 1946, the Central Government is pleased to nominate Shri K. B. Lal, I.C.S., Chief Controller of Imports and Exports, as a member of the Indian Central Oilseeds Committee with effect from 1st April, 1953.

[No. F. 5-2/53-Com-I.]

F. C. GERA, Asstt. Secy.

## (Agriculture)

*New Delhi, the 18th July 1953*

**S.R.O. 1439.**—In pursuance of the provisions of Rule 22(4) of the Indian Central Coconut Committee Rules, 1948, the Central Government is pleased to publish the following audited accounts of Receipts and expenditure of the Indian Central Coconut Committee, for the year ending 31st March, 1952 together with the auditors report and the replies furnished by the Indian Central Coconut Committee:—

*Report on the audit of the accounts of the Indian Central Coconut Committee, Ernakulam, for the period from 1st April 1951 to 31st March 1952.*

## PART I

1. Under Rule 22(4) of the Indian Central Coconut Committee Rules, 1945, issued, under section 16 of the Indian Coconut Committee Act, 1944, the audited statements of receipts and payments have to be submitted to the Government of India. Certified statements for the financial year 1st April 1951 to 31st March 1952, are attached herewith.

2. The following are the outstanding points of the previous report for the year ending March 1951:—

**II. Expenditure**—(i) *Salaries establishment etc.*—The decision of the Committee for the recovery of the water charges from the Joint Director, Kayangulam and also from the officers, who are given quarters has not yet been communicated.

(vii) *Grants-in-aid.*—The certificates for the proper utilisation of the Grant-in-aid paid for the year 1950-51 in respect of the Coconut Nurseries at Vaikom and Kazhakootam, Irinjalakuda, Cochin, Coorg, Regional Research Station at Travancore and the Co-operative Marketing of Copra, Travancore, have not yet been received by the Committee.

(3) *Detailed Budget heads.*—It is seen from the budget that there is no uniformity in the various items of expenditure sanctioned under the head "Working Expenses" in Kasaragode and Kayangulam. The sanctioned heads for the two Stations are as follows:—

<i>Kasaragode</i> <i>Working expenses</i>	<i>Kayangulam</i> <i>Working expenses</i>
1. Repairs and up-keep.	1. Cost of Manures, seeds, etc.
2. Maintenance of cattle.	2. Cultivation charges.
3. Labour charges.	3. Cost of Fungicides etc.
4. Miscellaneous cultivation.	
5. Seeds and plants.	
6. Manures and chemicals.	
7. Sundries.	
8. D. A. to regular labourers.	
It is for the consideration of the Committee whether uniform subheads cannot be adopted for similar items of expenditure in respect of the two stations for which amounts are sanctioned.	
(4) <i>Cess Collection.</i> —The Statement of collections, balance etc., of the cess collected reveals the following position:—	
1. Amount due till the end of 3/52 less collection charges	Rs. 24,81,322-6-6
2. Amount collected by the respective Govts. less collection charges.	Rs. 23,80,774-5-7
3. Balance pending collection by Government	Rs. 1,00,548-0-11
4. Amount credited to the Committee's accounts	Rs. 22,35,799-12-11
5. Balance to be credited (2—4)	Rs. 1,44,974-8-8
6. Balance to be collected and credited	Rs. 1,00,548-0-11

The balances to be credited from the various States are as follows:—

	Rs.	A.	P.
Travancore-Cochin State . . . . .	1,52,517	8	11
Saurashtra . . . . .	624	12	0
Madras (—) . . . . .	14,374	6	9
Mysore . . . . .	9	11	0
Bombay State . . . . .	6,196	15	6
	1,44,974	8	8

Out of the balance, the major portion representing Rs. 1,52,517-8-11 has to be transferred by the Travancore-Cochin Government. A sum of Rs. 14,374-6-9 has to be refunded to the Madras Government as the amount was wrongly credited to the Committee's Funds. The Committee may take speedy action to impress on the Governments concerned for the early transfer of the amounts due from them.

(5) *Register of Assets*.—In the previous report Part II—para. X a Register of Assets was suggested to be opened to show the actual assets of the Committee as the Committee had spent large sums at Kasaragode and Kayangulam during the previous years in acquiring lands, constructing buildings and equipping them with laboratories etc. During the year under review, a sum of Rs. 1,21,570-3-5 was spent for the above purpose at Kasaragode and an amount of Rs. 26,906-15-0 for lay out and construction of buildings etc., at Kayangulam. This Register has not been got checked during the Secretary's inspection. This may be done so that the Register may be authentic. The feasibility and the need for introducing capital and Revenue accounts and preparation of a Balance Sheet may be considered by the Committee.

(6) *Grant-in-a'id*.—The audit certificates for the proper utilisation of the grants paid under the schemes to the several Research Schemes from all States for the year 1951-52 have not been received. The same may be obtained and produced for future audit.

(7) *Stock Registers*.—In the previous report it was suggested that all the stock at the end of a financial year might be physically verified and a verification certificate appended. This has not been done in the stock registers of Kayangulam. Now stock registers are being maintained by the respective section heads. The purchases and issues relating to each section are being entered in the respective stock registers and the stock is being handled by the respective heads of the sections. The expenditure spent on stores is expanding and it is desirable to have a consolidated stock register to book all purchases with the particulars of relative bills and invoices, and the issues may be made on the strength of 'Issue Notes' prepared by the respective section heads as and when materials are required and duly passed by the competent authority. When the folio numbers of the stock registers are given in invoices and the issue note numbers in the stock register, an exhaustive check of the stores can be made. The half-yearly check of accounts by the Secretary should extend to a detailed check of these store registers. The sections utilising the stores must keep a section store register to show issues of consumable stores and retention of non-consumable stores in their custody.

While there is a Store-keeper in Kasaragode, who can write up the centralised store register as suggested above and keep custody of the Central Stores, the Committee may consider whether such a hand is required in Kayangulam also or the work can be entrusted to anybody in the existing staff. Only when the centralised store registers are maintained correctly and the work balance verified with physical stock periodically, the continued existence of stock can be assured.

Some of the articles that are purchased for the control of leaf diseases under the 'Spraying Scheme' are not entered in any of the registers. It is explained that this is a 'no profit no loss' business and that minor articles required for this purpose are purchased by the Demonstrators themselves as and when necessary and these are utilised then and there. It is desirable that all stores are purchased and issued through the Central Store of the Research Station.

(8) *Stock Register of Iron Materials*.—The issues may be noted in the register with more details. Acknowledgements from those to whom materials were issued should have been obtained and filed.

Entries like "Issued to Overseer for work" do not serve any purpose. The particular work for which the materials were issued should have been clearly noted in the register.

The balance under each item may be got physically verified and the difference, if any, with the book balance got reconciled. It is desirable to open a fresh stock register for iron materials.

Various items of iron materials are now in stock and a few of such items are detailed below:—

(a) 1/4" × 18 m. s. rods . . . . .	3,726 R. ft.
(b) 1/4" × 20 m. s. rods . . . . .	14,300 R. ft.
(c) 1/2" × 2 m. s. Flats . . . . .	656 R. ft.
(d) 3/4" m. s. rounds . . . . .	3,781 R. ft.
(e) 1 1/2" pipe . . . . .	132 R. ft.
(f) 1/2" m. s. rods . . . . .	1,089 R. ft.

Early arrangements may be made to dispose of these, if these are not required for immediate use.

## PART II

(9) Receipts.—(a) *Bill Receipt books*—*Secretary Office*.—There is no continuity in the use of the cash receipt bill books; many receipts are left blank and new bill books are brought into use, before the previous ones are completely used. The following are instances:—

Receipt Books	Receipt Nos. left blank without being used
25	2464—2500
26	2578—2600
33	3255—3300
43	4253—4300
53	5279—5300
55	5448—5500

This practice occurs because receipt books are to be taken for issue in connection with the sales at exhibitions. As it is not desirable to leave blank pages in the receipt books, it is suggested that the incomplete bill books may be re-issued and completely used up before new books are brought into use.

(b) *Cash Receipt Book*.—A sum of Rs. 765-10-0 being the balance due from the advance for the purchase of G.I. pipes for the Coconut Research Station at Kayangulam was received from Madras Circle Pipe Dealers' Association. The amount was acknowledged and receipt issued on 31st March 1951, and the same was also included in the cash book on the above date. As the amount acknowledged by the Committee is only a net sum after deducting the commission on the cheque for encashment, the Madras Circle Pipe Dealers' Association requested a receipt for the gross amount of Rs. 767-10-0 returning also the original receipt for Rs. 765-10-0 issued on 31st March 1951. A revised receipt for Rs. 767-10-0 as per receipt No. 6543 dated 28th June 1951, is then issued to the above Association. As the amount now acknowledged is in excess of the amount already included in the cash book on 31st March 1951, the difference of Rs. 2 has to be adjusted suitably in the accounts of the Committee as expenditure of the year under report. The omission may be rectified.

(c) A foreign Demand Draft of value, Re. 7-5-0 (as per receipt No. 6829, dated 19th September 1951) being the cost of 3 copies of the Indian Coconut Journal was sent to the Imperial Bank of India for collection and the Bank reported that the draft was lost in transit before collection. As the amount was not realised, the above original receipt for Rs. 7-5-0 was not issued; but the journals, in the meantime were despatched to the party. It is stated that the party has been informed about the lost draft and requested to send a duplicate copy of the draft. The amount may be realised.

(d) A sum of Rs. 2-6-0 received as subscription (as per bill receipt No. 4001 dated 9th February 1952) for the quarterly journal and monthly Bulletin for the year 1952 from Mr. Basil Crasto, was received in cash on 9th February 1952. The amount is included in the office accounts only on 2nd April 1952. As the revenue collection of a year should be taken to the receipt of that year itself, the above amount should have been taken to cash book before 31st March 1952.

(e) It is seen that two cheque books are used simultaneously and that the cheques are not dated chronologically, but are post-dated and issued. Details of cheques so issued are detailed below:—

**Cheque Book—**

OZ/85-50651—50700 . . . . .	50671 dated 27-3-1951. 50672 to 50677 dated 1-4-1951. 50678 dated 28-3-1951. 50679 to 50700 dated 31-3-1951
OZ/85-51001 to 51050 . . . . .	51001 dated 31-3-1951. 51002 to 51006 dated 12-4-1951.
OB/I-54751 to 54800 . . . . .	54790 dated 28-3-1952. 54791 and 54792 dated 1-4-1952.
OB/I-54751 to 54800 . . . . .	54793 dated 28-3-1952. 54794 dated 29-3-1952. 54795 to 54800 dated 31-3-1952.

It should be possible to dispense with the simultaneous use of two cheque books unless there are special account demarcations for the amounts in respect of each cheque book. This may be adhered to as far as possible.

(f) Cheques from private parties for advertising in the various publications of the Central Coconut Committee are received only for the actual amount of the advertisement charges without including the commission for encashing the cheques sent by them. As a result the encashment charges of the cheques are met by the Committee and the amount received as cheques is only the gross amount and not the net amount as indicated in the following cases:—

Receipt No.	Date of receipt	Amount acknowledged in the receipt.	Commission	Amount entered in the cash book after deducting commission.
			Rs. A P	Rs. A P.
6411 . . . . .	25-4-1951	80	0 6 0	79 10 0
6449 . . . . .	16-5-1951	48	0 6 0	47 10 0
6526 . . . . .	18-6-1951	80	0 6 0	79 10 0
6639 . . . . .	25-7-1951	48	0 6 0	47 10 0
7034 . . . . .	24-11-1951	60	0 8 0	59 8 0
7215 . . . . .	31-12-1951	60	0 8 0	59 8 0
7304 . . . . .	16-1-1952	48	0 8 0	47 8 0
7576 . . . . .	6-3-1952	96	1 0 0	95 0 0
7650 . . . . .	13-3-1952	67/8	0 8 0	67 0 0
7718 . . . . .	31-3-1952	34	0 8 0	33 8 0
7719 . . . . .	31-3-1952	60	0 8 0	59 8 0.

The incurring of commission charges out of the advertisement amount amounts to lowering of the advertisement tariff fixed by the Committee. Either the commission must be borne by the party or the Committee should fix the tariff as inclusive of commission.

(g) Some delay is noticed between the date of adjustment bill drawn up for refunds of excess amounts on account of seedlings, packing charges, etc., and the actual date of payment. Please see the following cases:—

Adjustment Bill No. & date.	Amount refunded	Date and item No. of payment as per the Cash Book
	Rs. A P.	
855, dated 11-10-1951	43 9 0	1-12-1951
889, dated 11-10-1951	4 4 0	26-12-1951 (979)
890, dated 11-10-1951	2 4 0	13-12-1951 (936)
891, dated 11-10-1951	3 10 0	26-12-1951 (984)
892, dated 11-10-1951	11 6 0	26-12-1951 (977)
971, dated 22-10-1951	1 2 0	5-1-1952 (1033)



Though some delay is inevitable to get the bill passed, long delay must be reduced.

At present cash receipt form is used for the preparation of adjustment bills for refunding the excess amount against the advance received. It is desirable to draw up a separate form with the required particulars to serve the purpose of such adjustments bills.

(h) A sum of Rs. 50 included as expenditure in the Contingent bill for Rs. 258-2-0 cashed on 14th December 1951 and paid as caution deposit to the Principal, Agricultural College Research Institute, Coimbatore, for the use of the College Library Books, was debited as expenditure under 'Administration-Secretary's office contingencies-Books and publications'. As the amount represented only a security and as the same is also to be received back at a future date after the return of books, the above amount cannot be finally debited to the expenditure item; but must be kept as advance under a "suspense head" for recovery to be watched at a future date. Necessary adjustment may be made in the next years accounts.

(10) *Research Station, Kayangulam.*—Delay is noticed in crediting receipts to cash book as in the undermentioned cases:—(Kayangulam).

Sl. No.	Rt. No.	Date	Amount	Entry in Cash Book
			Rs.	
1	440	18-12-1950	41 4 0	25-6-1951
2	807--813	8-4-1951 to 29-5-1951	1,233 6 0	1-8-1951
3	752--760	12-4-1951 to 18-4-1951	375 6 0	24-7-1951
4	761--773	4-5-1951 to 31-5-1951	540 12 0	1-8-1951
5	587--593	7-4-1951 to 18-4-1951	370 12 0	24-7-1951
6	594--600	20-4-1951 to 9-5-1951	520 0 0	1-8-1951
7	901--902	24-5-1951 to 27-5-1951 }		

Besides this, delay in remitting the collections to the office of the Secretary is also noticed e.g.,

(i) Collections from 8th March 1952 to 31st March 1952 amounting to Rs. 782-12-0 were remitted only on 8th May 1952.

(ii) So also collections made as per Receipt Nos. 1061—1071 (dated 3rd March 1952 to 27th March 1952) amounting to Rs. 370-8-0 were remitted only on 8th May 1952. Such delays may be avoided.

Further it is apparent that the appropriation of receipts to expenditure adverted to in Part II Para. iii(3) of the previous report continues. It may be stated whether the procedure suggested in the last audit report was implemented.

(11) *Ledger.*—A balance amount of Rs. 40 advanced to Sri P. T. Mathew Overseer on 15th November 1951 is still outstanding recovery under item 'recoverable amounts advanced to the Departmental Officers'. Early action may be taken for washing off this outstanding by effecting necessary recovery.

(12) *Register of buildings.*—The register now in use is incomplete as it does not furnish the actual capital value of each building as on this day and the rent realisable from each occupant. The value noted in the K-saragod register is that which was valued by the Public Works Department, Madras during 1947 at the time of their transfer to the Central Coconut Committee. Subsequent to that period expenditure for additional accommodation and for other facilities were made by spending large amounts. Further, some other buildings that existed in the properties acquired by the Committee are also occupied by Departmental Subordinates. However, the actual cost for each building and the rent fixed at the rate required by Rules (Fundamental Rules) may be noted in the register. An additional column for noting the rent may also be provided for in the register.

(13) *Stock Book of Farm Produce.*—The receipts are entered in this register in support of the block-war yield register. This was not produced for audit and thereby the receipts shown in the Farm Produce Register could not be ascertained for want of the primary record maintained in the Research Station. Fieldmen are responsible for the harvest by showing the daily collections in the 'Record Sheet' maintained by them. These statements were not made available for audit on the plea that they are not usually confined for audit purposes and they are kept only for experimental purposes. The daily block-war collection of coconuts could not

be ascertained with reference to the entries made in the stock book. It is therefore, suggested that the daily record sheet maintained by the Fieldmen may also be arranged to be produced for audit next time onwards.

(14) *Register of trees*.—A fresh register of trees has been agreed to be opened for Kasaragod after the lay out of the Station is completed.

(i) Bearing and non-bearing trees may be specially marked; an abstract at the end of each month indicating the total number of sound trees, bearing and non-bearing trees, may also be written up with details as to the additions and removal during the month. The auction list must be linked with the abstract of the month concerned to prove that all usufructs are duly accounted for.

(ii) Many trees are shown as 'dead'. Reference as to the disposal of each such tree by auction etc., must be indicated against each such tree. It is also seen that auction in some cases is held months after. (Please see trees 113, 203, 347 and 377-Kayangulam). As delay may affect the utility and value of the stuff, such delay may be avoided.

(iii) The fact of continued existence of the trees as per the Register must also be attested by a certificate of verification recorded in the register every year.

(iv) It may be examined whether the register of Foreign trees (Kayangulam) is exhaustive; for certain trees auctioned away as per Bill Nos. 697, 698, 700, 704 etc., do not find a place in this register.

(v) Tax is leviable on sales of dead trees sold away as timber, which may be collected and remitted to Government. Please note for future guidance.

(vi) There is a discrepancy in the number of fallen trees disposed of as recorded in receipt Nos. 974 and 977 (Kayangulam) and in the register of trees. This may be looked into and set right.

15. *Muster Rolls*—(i) (Kayangulam).—(i) Different rates are paid to the coolies and pluckers; these rates vary on certain days of the same week also; and during forenoon and afternoon. Rates range from 1-4-0 to 3-8-0 for cooly, climber etc. The Director concerned should, after due enquiry, certify that the rates are the lowest procurable local ones and that they are within the rates admitted for the locality by the Public Works Department.

(ii) *Kasaragod*.—Minor works of a Public Works nature—wood work plastering etc., are done on muster. (Vide carpentry charges for doors and shutters as per voucher 922, cement plastering as per voucher 1260). In these cases it should be possible to prove the reasonableness of cost incurred with reference to the measured quantity of the work as per the local Public Works Schedule rate. This may be done in future and a certificate to the effect recorded in the Muster Rolls, when measurable items in the Public Works Schedule are executed.

(iii) 500 Koles of reapers are purchased locally for Rs. 75 for the work of repairs and improvements to house in R.S. 29/IB2-Kasaragod. The sanctioned estimate for the work F 178/51 does not provide for this expenditure. The expenditure may be regularised by sanction of revised estimate by competent authority and the rate of purchase examined with reference to Public Works rate.

(16) *Register of Furniture and Vessels*.—The register is not apparently complete in respect of Kayangulam owing to the non-entry of the items of furniture transferred from the Travancore-Cochin Government. An up-to-date register for each of the stations with particulars of furniture entrusted to and under the custody of each section—(Laboratory Office, Rest House, etc.) may be written up. Cost of each item may also be entered and physical stock verified annually and certificate recorded therein.

(17) *Security Register*.—It is explained that no register to record the particulars of security furnished by the Accountant, Demonstrator and Fieldman has been opened. It is advisable to open a register. The required security bond may also be arranged to be got executed without further delay.

(18) *Construction of Laboratory and Rest House (Kayangulam)*.—The expenditure on this work as per the final bill is Rs. 1,87,419-6-11. Reference is invited, in this connection, to the remarks under para. VII of the previous audit report wherein complete accounts to prove the full utilisation and accounting of departmental materials had been required to be produced. These were not available for audit. The Executive Engineer's file on the subject, measurement books etc., must be available for audit.

(i) Accounting of all direct purchases—timber, cement, iron materials, with data must be furnished.

(ii) Recovery of the value of empty cement bags (nearly 3400 bags) must be pointed out.

(iii) Measurement books and level sheets may be produced for check.

(iv) As the work is a major one, it is essential that the accounts are fully proved to audit. These records should have been available even now for audit.

(v) Issue of cement has been at a lower price than the book value including the expenses incurred for stocking. It is not clear whether the tender notification itself laid down these rates. Recovery of the cost of excess cement, if any issued, should be on the basis of actual cost *plus* freight *plus* shortage charges.

(19) *Register of Books.*—(Kayangulam).—The purchase of 'Service Progress' periodicals, etc. may also be noted in this register and their timely arrival watched.

(Sd.)

Assistant Accounts Officer (O.A.D.)

*Receipts and payments account of the Indian Central Coconut Committee for the year 1-4-1951 to 31-3-1952.*

RECEIPTS		RS.	A.	P.	RS.	A.	P.	PAYMENTS		RS.	A.	P.	RS.	A.	P.
To opening balance								I. A. Administration.							
as on 1-4-1951		2,46,816	5	9				By salary of Secretary and Staff		42,342	15	0			
Less tender deposit account 2,085-0-0								By allowances and honoraria		24,370	12	0			
Cash Security of staff I.C.R.S. Kayangulam								By leave salary and pension contributions		1,869	3	3			
account 150-0-0		2,235	0	0	2,44,581	5	9	By I. C. Co C.C.P.F. contributions		2,116	15	0			
								By contingencies		13,959	9	10			
Less publication receipts adjusted					36	6	6	B.T.A. of non-official members					84,659	7	1
								O. Publicity and Propaganda		14,633	2	4	18,081	4	0
					2,44,544	15	3	Contribution of I.C.A.R.							
To tender deposit account								Publicity Fund		5,000	0	0	19,633	2	4
Balance as on 1-4-1951		2,085	0	0											
Receipts during the year		50	0	0				II. Agricultural Research							
								(A) Research Stations :							
		2,135	0	0				(i) C.C.R.S. Kasaragod							
Less refund during the year		2,135	0	0				(a) Capital expenditure,							
To cash security of staff account								Lay out		10,718	11	0			
Balance as on 1-4-1951		150	0	0				Cost of acquisition of land							
Receipts during the year		200	0	0				(additional compensation)		92,777	15	0			
								Buildings—residential and non-resi-							
		350	0	0				dential.		4,199	3	10			
Less refund		100	0	0	250	0	0	Stores dead and live stock.							
1 To account cess receipts		311,670	3	0				Furniture and equipment		1,879	9	9			
Less refund of cess on oilseeds collected								Implements, tools, etc.		1,098	3	4			
and wrongly credited to coconut								Farm carts		91	2	6			
Improvement Fund a/c		1,746	9	0	3,09,923	10	0	Work animals		740	0	0			
								Laboratory equipment		10,065	6	0			
2. To other receipts															
(i) Publication receipts		4,389	15	10						13,874	5	7	1,21,570	3	5
Add amount adjusted in next year's account		73	10	6	4,463	10	4	(b) Recurring expenditure							
								Salary of officers & staff		40,765	8	0			
(ii) Miscellaneous receipts a/c		2,407	8	11				Allowances and honoraria		22,896	11	0			
Add amount adjusted in next year's		2	0	0	2,410	3	11	Leave salary and pension contributions		4,930	7	0			
account.															
(iii) Farm produce and other receipts								I.C.Co.C. C.P.F. contributions		809	0	0			
(a) From C.C.R.S. Kasaragod					43,189	4	3	Contingencies		10,328	5	4			
(b) From C.C.R.S. Kayangulam					24,481	14	7	Working expenses		27,185	15	11			
													1,06,915	15	3

## (iv) Receipts from the scheme for control of leaf diseases of coconuts—

(a) 1st extension scheme . . . . .	7,864	6	0
(b) 2nd extension scheme . . . . .	3,106	12	0

(v) Proceeds by sale of cement . . . . .

10,971 2 0

(3) Government of India loan account . . . . .

271 12 0  
3,50,000 0 0

## (ii) C.C.R.S. Kayangulam

## (a) Capital expenditure.

Lay out . . . . .	8,114	14	3
Buildings—residential and non residential. . . . .	6,305	1	0
Building contingencies . . . . .	2,823	0	0
Water supply fittings . . . . .	3,307	14	6
<i>Stores—dead and live stock.</i>			
Implements, tools etc. . . . .	676	10	6
Laboratory equipment . . . . .	4,886	10	6
Meteorological observatory . . . . .	792	12	3
	6,356	1	3
	26,906	15	0

## (b) Recurring expenditure.— a

Salary of officers and staff . . . . .	45,052	3	0
Allowances and honoraria . . . . .	20,733	5	0
Leave salary and pension contributions . . . . .	1,192	6	1
I.C.Co. C.C. P.F. contributions . . . . .	2,599	0	0
Contingencies . . . . .	14,610	11	2
Working expenses . . . . .	11,958	14	8
	96,146	7	11

## (c) Scheme for control of leaf diseases of coconut :—

1st extension . . . . .	6,367	14	3
2nd extension . . . . .	4,735	14	0
	11,103	12	3

## B. Grant-in-aid.

## (a) Research Schemes Regional Coconut Research Stations in—

(i) Orissa . . . . .	4,488	0	0
(ii) Travancore . . . . .	17,660	0	0
	22,148	0	0

## (b) Coconut nurseries—

1. Madras . . . . .	40,000	0	0
2. Irinjalakuda, Cochin . . . . .	1,858	0	0
3. Kumta, Bombay . . . . .	2,900	0	0
4. Assam . . . . .	3,500	0	0
5. Balia Farm, Orissa . . . . .	2,340	0	0
6. Tumkur (Hebbal) Mysore . . . . .	2,090	0	0
7. Meradur, Madras . . . . .	3,210	0	0
8. Ratnagiri, Bombay . . . . .	6,400	0	0
9. West Bengal . . . . .	15,000	0	0
10. Schemes for expansion of coconut nurseries in Travancore/Cochin . . . . .	30,000	0	0
	1,07,298	0	0

RECEIPTS	Rs.	A.	P.	Rs.	A.	P.	PAYMENTS	Rs.	A.	P.	Rs.	A.	P.
							(c) Miscellaneous—						
							Multiplications distribution of <i>Crotalaria striata</i> seeds, Cochin . . .				105	0	0
							III. Marketing Schemes.						
							(a) Co-operative marketing of copra, Travancore-Cochin . . .	4,000	0	0			
							(b) Scheme for organisation of regulated markets of copra . . .	4	0	0	4,004	0	0
							IV. —By closing balance.						
							Current account with Imperial Bank of India, Cochin . . .	1,66,897	9	7			
							By investment on Treasury Deposit Receipts . . .	2,00,000	0	0			
							Imprests-Secretary's office . . .	750	0	0			
							C.C.R.S., Kayangulam . . .	1,500	0	0			
							C.C.R.S., Kasaragod . . .	1,500	0	0	3,750	0	0
							By advances recoverable account						
							Secretary's office . . .	670	0	0			
							C.C.R.S., Kasaragod . . .	540	0	0			
							By Bank Commission recoverable . . .	0	6	0			
							By balance adjusted in next years a/c.						
							By publication receipts . . .	73	10	6			
							By miscellaneous receipts . . .	2	11	0	76	5	6
											3,71,934	5	1
											9,90,506	8	4
											9,90,506	8	4

9,90,506 8 4

9,90,506 8 4

(Sd.)  
Accountant(Sd.)  
Secretary, Indian Central Coconut Committee.Checked and found correct.  
(Sd.)  
Assistant Accounts Officer (G.A.D.).

## Receipts and payments accounts of the Indian Central Coconut Committee Provident Fund for the period from 1-4-1951 to 31-3-1952.

	RECEIPTS			PAYMENTS		
	Rs.	A.	P.	Rs.	A.	P.
To opening balance as on 1-4-1951						
Post Office Savings Bank Account			486 14 0	By subscription account :		
Cash in hand			0 12 0	Advance to subscribers	2,469	0 0
			<u>487 10 0</u>	By investment Account.		
To subscription account:				Post Office National Savings Certificates	13,100	0 0
Subscriptions received	9,512	0 0		By closing balance in the Post Office Savings Bank	1,599	3 0
Refund of advance with interest	1,634	0 0	11,146 0 0			
To contribution account						
Contribution received			5,024 0 0			
To interest account.						
Special contribution by the Committee to subscribers	500	15 0				
Interest on Post Office Savings Bank Account received for the year 1950-1951	9	10 0	510 9 0			
			<u>17,168 3 0</u>			
					17,168	3 0
(Sd.)	(Sd.)			Checked and found correct.		
Accountant.	Secretary, Indian Central Coconut Committee.			(Sd.)		
				Assistant Accounts Officer (O.A.D.)		

*Income and expenditure account of the Indian Central Coconut Committee Provident Fund for the year ended 31-3-1952*

INCOME			EXPENDITURE		
	Rs.	A. P.		Rs.	A. P.
By Special contribution from the Committee for payment of interest . . . . .	500	15 0	Interest credited to subscription account . . . . .	810	0 0
By interest accrued on Post Office National Savings Certificate . . . . .	668	2 0	Interest credited to contribution account . . . . .	369	0 0
By interest on Post Office Savings Bank Account. . . . .	9	15 0			
	<u>1,179</u>	<u>0 0</u>		<u>1,179</u>	<u>0 0</u>

*Balancesheets of the Indian Central Coconut Committee Provident Fund as on 31-3-1952.*

LIABILITIES			ASSETS		
	Rs.	A. P.		Rs.	A. P.
<i>Subscription account:</i>					
As per last balance sheet . . . . .	22,550	0 0	Post Office National Savings Certificates as per last balance sheet . . . . .	34,050	0 0
Subscription received during the year . . . . .	9,512	0 0	Investments during the year . . . . .	13,100	0 0
Refund of advance with interest . . . . .	1,634	0 0			
Add interest credited . . . . .	810	0 0			
	<u>34,506</u>	<u>0 0</u>			
				47,150	0 0
Less advance to subscribers . . . . .	2,469	0 0	Balance in Post Office Savings Bank Account . . . . .	1,599	3 0
	<u>32,037</u>	<u>0 0</u>	Interest accrued on Post Office Savings Bank Account for 1951-52 . . . . .	9	15 0
<i>Contribution account :</i>			Interest accrued on the investments in Post Office National Savings Certificates . . . . .	1,161	14 0
As per last balance sheet . . . . .	12,491	0 0			
Contribution received during the year . . . . .	5,024	0 0			
Interest credited . . . . .	369	0 0			
	<u>17,884</u>	<u>0 0</u>			
				49,921	0 0
				<u>49,921</u>	<u>0 0</u>

(Sd.)  
Accountant.

(Sd.)  
Secretary.

Checked and found correct.  
(Sd.)  
Assistant Accounts Officer (O.A.D.).



COPY OF LETTER NO. F.16/52-A, DATED THE 7TH MAY 1953 FROM THE INDIAN CENTRAL COCONUT COMMITTEE, ERNAKULAM, TO THE COMPTROLLER, TRAVANCORE-COCHIN, TRIVANDRUM.

SUBJECT:—*Audit Report on the Indian Central Coconut Committee Accounts for the year 1951-52—Replies to objections—forwarding of.*

With reference to your letter No. OA5/12-15/52-53/2137, dated 14th/15th October 1952, I am directed to state that the audit report of the Committee's accounts for the year 1951-52 and the comments of the Director, Central Coconut Research Station, Kasaragod and the Joint Director, Central Coconut Research Station, Kayangulam (copies enclosed) on the audit objections relating to the two Research Stations and the comments of the undersigned on these and other objections were considered by the Indian Central Coconut Committee at its 17th meeting held on the 8th April, 1953. In the light of the Committee's decision, I am now to furnish the following replies to the objections raised in the audit report:—

#### PART I

*Para. 2. II—Expenditure. (i) Salaries, establishment etc.*—The Committee at its 16th meeting held on the 9th October, 1952, has decided that there was no need for collecting separate water charges from the staff of the Research Stations.

*(viii) Grants-in-aid.*—The audit certificate for the proper utilisation of the grant-in-aid paid for the year 1950-51 in respect of coconut nursery scheme, Irinjalakuda alone has been received. The concerned State Governments are being reminded periodically regarding the audit certificates of the other schemes mentioned in the report.

*Para. 3. Detailed Budget heads.*—The suggestion to have uniformity in the various heads of expenditure in the budget of the two Central Coconut Research Stations has been accepted by the Committee which has approved of the following budget heads for adoption at the two stations:—

##### (a) Capital Expenditure—

1. Cost of land.
2. Layout.
3. Buildings (Residential and non-residential) including water supply, electricity etc.).
4. Stores :
  - (i) Farm implements, including carts.
  - (ii) Furniture and office equipment.
  - (iii) Laboratory equipment.
  - (iv) Meteorological equipment.
  - (v) Photographic equipment
5. LIVESTOCK

##### (b) Recurring expenditure—

1. Pay of officers and staff.
2. Allowances and honoraria:
  - (i) Dearness allowance
  - (ii) Other compensatory allowance
  - (iii) Travelling allowance.
  - (iv) Honoraria.
3. Leave salary and pension contribution
4. Indian Central Coconut Committee Provident Fund Contribution.
5. Petty construction and repairs.
6. Other charges:
  - (a) Farm working expenses
    - (i) Cultivation charges.
    - (ii) Manures and Chemicals (including cost of insecticides and fungicides.)
    - (iii) Maintenance of cattle.
    - (iv) Miscellaneous expenses.
  - (b) Apparatus and materials
  - (c) Library books and periodicals.

- (d) Office contingencies (including items like stationery, service postage stamps, railway freight, repairs to furniture, advertisement charges, land revenue, rent of land, rates and taxes etc.).

*Para. 4. Cess collections.*—The concerned Collectors of Central Excise and State Governments have been requested to take urgent action to transfer the cess due to the Committee to the Committee's fund.

*Para. 5. Register of Assets.*—Instructions have been issued to the two Research Stations for opening registers of assets which will be checked by the Secretary during his next examination of accounts of the Stations.

As regards the feasibility of and the need for introducing capital and revenue accounts and preparation of a balance sheet, the Committee is of the view that as these statements are not usually prepared and maintained in Government offices, there is no need to introduce them in this Committee.

*Para. 6. Grant-in-aid.*—The audit certificates for the proper utilisation of the grants paid in respect of half a dozen schemes for the year 1951-52 have been received and approved by the Committee at its 17th meeting. They will be produced at the next audit.

*Para. 7. Stock Register.*—In the light of the difficulties pointed out by the Director, Central Coconut Research Station, Kasaragod and the Joint Director, Central Coconut Research Station, Kayangulam in their replies referred to in para. 1 above, it has been decided that the present system of maintaining stock registers may be continued in both the Stations. The Committee also accepted the Director's suggestion that the system of 'Issue Notes' to authorise issues as suggested in the audit report may be prescribed in consultation with the Comptroller, Travancore-Cochin. The form of 'Issue Notes' may, therefore, kindly be arranged to be prescribed and sent to me in due course.

The Committee did not feel it necessary to have a wholetime store-keeper for the Central Coconut Research Station, Kayangulam, as the quantity of farm stores held in stock at a time in the Station is not appreciable.

*Para. 8. Stock Register of iron materials.*—The Joint Director has noted the instructions for future guidance and opened a new register as suggested.

## PART II

*Para. 9. (a) Bill Receipt Books—Secretary's office.*—The procedure suggested is since being followed.

(b) *Cash Receipt Book.*—The omission has been rectified.

(c) The amount has since been realised from the party concerned

(d) The instructions have been noted for future guidance.

(e) The instructions have been noted and will be adhered to as far as possible.

(f) The Committee has agreed that the advertisement tariff fixed includes the bank commission also on the cheques discounted.

(g) For the reasons stated by the Director cash bills will be used in the preparation of adjustment bills also as at present.

(h) Necessary adjustments have been made as suggested in the report.

*Para. 10. Research Station, Kayangulam—Receipts.*—The instructions contained have been noted by the Joint Director for future guidance.

Regarding utilisation of receipts from the spraying scheme, in view of the practical difficulties experienced by the Joint Director in working the scheme, the Committee has ratified the sanction accorded by its President in consultation with the Comptroller, Travancore-Cochin, authorising the Joint Director to utilise the receipts realised from the spraying scheme for expenditure connected with it temporarily for one year from the 2nd February, 1953 subject to the conditions stipulated by the Comptroller in his letter No. OA5/12-158/52-53/2733, dated 6th/9th December 1952.

*Para. 11. Ledger.*—The action suggested in the report has since been taken.

*Para. 12. Register of buildings.*—The instructions have been noted by the Director and the Joint Director who have taken steps to open a new register in the proportion.

*Para. 13. Stock Book of Farm Produce.*—A register showing the daily block war collection of nuts is since being maintained at both the Central Coconut Research Stations and will be produced for next audit.

**Para. 14. Register of Trees.**—The officers in charge of both the Sections have stated that it is not possible to mark the trees in the Stations as 'bearing' and 'non-bearing' for the reason and a tree which may be 'bearing' now may become 'non-bearing' later on and vice versa and that, therefore there was no need for preparing an 'Abstract' at the end of each month as indicated in the audit report. In the above circumstances, it has been decided that the present practice of numbering trees, serially may be continued.

The other suggestions given by the auditors have been noted.

**Para. 15. Muster Rolls (Kayangulam).**—(i) The Joint Director has stated that the variation in the rates of wages is due to the fact that the labour employed at the Station consists of both skilled and un-skilled workers. The other instructions have been noted by the Joint Director.

(ii) The instructions are being followed.

(iii) The purchase of 500 koles of reapers for repairing the house in R. S. 29/IB-2, was necessitated because during the actual execution it was found that some of the old reapers which were found good at the time of preparation of the estimates had been taken away by white ants. The total expenditure incurred is, however, within the sanctioned amount.

**Para. 16. Register of Furniture and Vessels.**

**Para. 17. Security Register.**—Fresh registers as suggested have since been opened.

**Para. 18. Construction of Laboratory and Rest House (Kayangulam).**—The files of the Executive Engineer, Quilon, relating to the construction of Laboratory and Rest House at the Central Coconut Research Station, Kayangulam, will be called for and made available at the next audit along with the concerned measurement books etc.

Regarding recovery of the value of nearly 3400 empty cement bags, the Executive Engineer, Quilon, to whom the matter was referred has stated that the value of empties are usually recovered in the State Public Works Department only when such a condition is specifically mentioned in the agreement. Since no such condition exists in the agreement, the question of recovery of value of the empty bags from the contractors does not arise.

Recovery of the cost of cement used in the work has been effected as per conditions in the tender notification and agreement. Provision also exists in the tender notification which formed part of the agreement for recovery of the cost of excess cement, if any, unaccounted for by the contractors.

**Para. 19. Register of books (Kayangulam).**—The instructions are being followed.

[No. F.2-124/52-Com-II.]

F. C. GERA, Asstt. Secy.

New Delhi, the 25th July 1953

**S.R.O. 1440.**—In exercise of the powers conferred by clause 2(a) of the Vegetable Oil Products Control Order, 1947, as amended by the Government of India in the Ministry of Food and Agriculture Notification No. S.R.O. 2040, dated the 22nd December, 1951, I hereby authorise the officers specified in Col. 2 of the Schedule hereto annexed in respect of their respective jurisdiction in the State mentioned in Col. 1 to exercise, subject to such directions as may be issued by me from time to time in this behalf, the powers of the Vegetable Oil Products Controller for India under clause 13 of the said Order.

#### THE SCHEDULE

State (1)	Designation of Authority (2)
Bhopal	<ol style="list-style-type: none"> <li>1. Health Officer, Municipal Board.</li> <li>2. All qualified Sanitary Inspectors working under the Health Officer, Municipal Board.</li> <li>3. Inspector of the Food &amp; Civil Supplies Department.</li> </ol>

[No. 2-VP(2)/53.]

**S.R.O. 1441.**—In exercise of the powers conferred by clause 2(a) of the Vegetable Oil Products Control Order, 1947, as amended by the Government of India in the Ministry of Food and Agriculture Notification No. S.R.O. 2040, dated the 22nd December, 1951, I hereby authorise the officers specified in Col. 2 of the Schedule hereto annexed in respect of their respective jurisdiction in the State mentioned in Col. 1 to exercise, subject to such directions as may be issued by me from time to time in this behalf, the powers of the Vegetable Oil Products Controller for India under clause 13 of the said Order.

## THE SCHEDULE

State (1)	Designation of Authority (2)
Punjab	<ol style="list-style-type: none"> <li>All District Medical Officers of Health.</li> <li>Municipal Medical Officers of Health, Simla, Jullundur, Amritsar, Ambala, Ludhiana, Ferozepore, Hissar, Karnal and Bataia.</li> <li>Provincial Sanitary Inspectors, Hissar, Rohtak, Gurgaon, Karnal, Ambala, Hoshiarpur, Jullundur, Ludhiana and Amritsar.</li> <li>Government Food Inspectors, Ambala, Jullundur, Ludhiana, Amritsar, Hissar, Karnal, Gurdaspur, Gurgaon, Dharamsala, Hoshiarpur and Rohtak.</li> <li>Superintendent Vaccination, District Board, Hissar.</li> <li>Sanitary Inspectors, Municipal Committees, Hissar, Haasi, Bhiwani, Sirsa, Rohtak, Jhajjar, Gurgaon, Rewari, Karnal, Panipat, Kaithal, Thanesar, Ambala, Jagadhri, Rupar, Sadhaura, Simla, Dharamsala, Urmur Tanda, Ludhiana, Jagraon, Ralkot, Ferozepore, Fazilka, Zira, Muktsar, Moga, Abohar, Amritsar, Patti, Tarn Taran, Gurdaspur, Dinanagar, Dalhausie and Pathankot; Cantonment Board, Ambala; Town Committees, Kharar, Gidderbaha and Dhariwal and Small Town Committee, Sujjanpur.</li> <li>Incharge Civil Hospitals, Municipal Committees, Haasi, Banga, Bahadurgarh, Kalka.</li> <li>Medical Officers of Health, Municipal Committees, Bhiwani, Rohtak, Karnal, Shahbad, Rupar, Kalka, Hoshiarpur, Urmur Tanda, Fazilka, Abohar, Batala, Qadian and Jandiala; Town Committees, Ladwa and Samrala; Notified Area Committee, Garh Shanker.</li> <li>Executive Officers, Municipal Committees, Bhiwani, Panipat and Khem Karan.</li> <li>Incharge Dispensary, Town Committee, Tohana.</li> <li>Secretary, Small Town Committee, Kalamwali; Town Committees, Sohana, Kangra, Hariana, Jajoin, Dharamkot, Majitha and Notified Area Committee, Guru Har Sahai.</li> <li>Sanitary Inspectors, Notified Area Committees, Buchho Mandi, Buria, Yamnanagar, Mandi Dabwali, Kaithal Mandi.</li> <li>Rural Medical Officers, District Board, Rohtak.</li> <li>Sanitary Inspectors, District Boards, Rohtak, Ambala, Hoshiarpur and Karnal.</li> <li>Secretaries, Municipal Committees, Rohtak, Gurgaon, Ferozepur, Jhirka, Abohar, Dera Baba Nanak, Qadian, and Phillaur.</li> <li>Presidents, Town Committees, Sohana, Kangra, Sham Chaurasi.</li> <li>Sub Assistant Surgeons, Municipal Committees, Shahbad, Town Committees, Pundri, Radaur, Kangra, Mukerian, Sham Chaurasi and Small Town Committee, Hargovindpur; Notified Area Committee, Anandpur.</li> </ol>

State (1)	Designation of Authority. (2)
	18. Assistant Medical Officer of Health, Municipal Committee, Simla.
	19. Civil Surgeon, Kangra.
	20. Assistant Surgeons, Town Committees, Palanpur, Dassuya, Gardhiwala, & Giddarbaha; Notified Area Committees, Nurpur, Sultanpur (Kulu), Una, Jalalabad.
	21. President, Notified Area Committee, Khanpur.
	22. Fairs Sanitary Inspector, District Board, Ambala.
	23. Additional Food Inspector, District Board, Jullundur.
	24. Chief Sanitary Inspector, Municipal Committee, Jullundur.
	25. Assistant Octroi Superintendent, Municipal Committee, Tarn Taran.
	26. Honorary Medical Officer, Town Committee, Dhariwal.
	27. Sub Assistant Health Officer, District Board, Kangra.

[No. 2-VP(2)/53.]

P. A. GOPALAKRISHNAN,  
Vegetable Oil Products Controller for India.

### MINISTRY OF HEALTH

*New Delhi, the 16th July 1953*

**S.R.O. 1442.**—In pursuance of clause (7) of rule 2 of the Indian Aircraft (Public Health) Rules, 1946, the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Health, No. F. 2-24/50-P.H. (II), dated the 17th November, 1950, namely:—

In the said notification under the heading "CONTINENT OF AFRICA" the following shall be added at the end, namely:—

"and Zanzibar."

[No. F. 13-3/53-P.H. (I) (A).]

KRISHNA BIHARI, Asstt. Secy.

*New Delhi, the 20th July 1953*

**S.R.O. 1443.**—In exercise of the powers conferred by sections 12 and 33 of the Drug Act, 1940 (XXIII of 1940), the Central Government hereby directs that the following further amendments shall be made in the Drugs Rules, 1945, the same having been previously published as required by the said sections, namely:—

In section (D) of Part IV of Schedule F of the said Rules—

- in clause 3 for the figures '300', '3,000', '1,6000' and '16,000' the figures '150', '1,500', '800' and '8,000', respectively shall be substituted.
- in sub-clause (2) of clause 4 for the figures '600' the figures '300' shall be substituted.
- in clause 5 the asterisk "\*" and the relevant footnote shall be omitted.
- item (c) of sub-clause (1) of clause 7 and the relevant footnote shall be omitted.

[No. F.1-1/52-DS.]

S. DEVANATH, Under Secy

**MINISTRY OF TRANSPORT****PORTS***New Delhi, the 17th July 1953*

**S.R.O. 1444.**—In pursuance of sub-section (2) of Section 6 of the Calcutta Port Act, 1890—(Bengal Act III of 1890), it is hereby notified that in accordance with the provisions of Section 15 of the said Act Shri D. F. Macmillan of Messrs. Andrew, Yule & Co., Ltd., Calcutta, has been elected by the Bengal Chamber of Commerce and Industry to be a Commissioner for the Port of Calcutta with effect from 9th July, 1953, vice Shri G. A. S. Sim on leave.

(No. 9-PI(143)/53.)

K. NARAYANAN, Under Secy.

**MERCHANT SHIPPING***New Delhi, the 20th July 1953*

**S.R.O. 1445.**—The following draft of certain rules which it is proposed to make in exercise of the powers conferred by section 191 of the Indian Merchant Shipping Act, 1923, (XXI of 1923) and in supersession of the rules published with the notification of the Government of India in the late Department of Finance and Commerce No. 1534, dated the 14th March, 1889, is published as required by sub-section (3) of the said section, for the information of all persons likely to be affected thereby, and notice is hereby given that the draft will be taken into consideration on or after 25th August, 1953.

Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government.

**Draft Rules**

1. These rules may be called the Unberthed Passenger Ships Rules, 1953.

**Definitions**

In these rules, unless there is anything repugnant in the subject or context—

- (i) "the Act" means the Indian Merchant Shipping Act, 1923 (XXI of 1923);
- (ii) "schedule" means a Schedule to these Rules;
- (iii) "passenger" means an unberthed passenger as defined in sub-section (1) of section 149 of the Act;
- (iv) "ship" means an unberthed passenger ship as defined in the Act;
- (v) "new ship" means a ship the keel of which is laid on or after the date of coming into force of these rules or a ship which enters unberthed passenger traffic after that date;
- (vi) "duration of a voyage" means the interval between the time at which a ship leaves the pilot station of a port from which the voyage commences and the time at which she arrives at the pilot station of a port at which the voyage terminates.

**Supply of Food, Fuel and Water**

3. The scale on which food shall be available to passengers shall be as follows :—

Article of Food	Quantity per passenger per diem on voyage of	
	48 hours duration or less	More than 48 hours duration
Rice . . . . .	1 lb.	1 lb.
Flour . . . . .	..	4 oz.
Pulse . . . . .	4 oz.	4 oz.
Ghee or oil . . . . .	$\frac{1}{2}$ oz.	1 oz.

Article of Food	Quantity per passenger per diem on voyage of	
	48 hours duration or less	More than 48 hours duration
Onions . . . . .	2 oz.	2 oz.
Vegetables . . . . .	..	2 oz.
Tamarind . . . . .	..	1 oz.
Condiments (Chillies, garlic, coriander seed and turmeric) . . . . .	$\frac{1}{2}$ oz.	$\frac{1}{2}$ oz.
Salt . . . . .	$\frac{1}{2}$ oz.	2 oz.

Provided that in the case of ships sailing from any port in the State of Madras, the scale on which condiments and salt shall be supplied be double the scale specified in the above table and the scale on which tamarind shall be supplied shall be one ounce per passenger per diem on voyages of 48 hours duration or less and two ounces per passenger per diem on voyages of more than 48 hours duration.

4. All articles of food supplied to passengers shall be of good quality.

5. Fuel for cooking food shall be supplied free of charge according to the requirements of passengers.

6. The scale on which fresh water shall be supplied to passengers on all voyages shall be five imperial gallons per passenger per diem for all purposes together inclusive of quantity necessary for cooking and drinking.

7. Fresh water shall be carried in iron or steel tanks or in tanks fitted with double bottoms which comply with the following conditions :—

- (a) all tanks shall be such as to satisfy the surveyor as to their structural conditions and cleanliness ;
- (b) double bottom tanks shall be divided longitudinally in the middle except in narrow tanks at each end of the ship ;
- (c) the fresh water system shall be under the control of the master of the ship.

There shall be provided on every deck used by passengers efficient means for the regular supply of fresh drinking water suitably distributed forward and after for the use of passengers. The minimum of such supply stations shall be as follows :—

Registered length of ship	Minimum number of supply station
1. Less than hundred feet . . . . .	2
2. Not less than one hundred feet but less than two hundred feet . . . . .	3
3. Not less than two hundred feet but less than three hundred feet . . . . .	4
4. Not less than three hundred feet but less than three hundred and fifty feet . . . . .	6
5. Not less than three hundred and fifty feet but less than four hundred feet . . . . .	8
6. Not less than four hundred feet . . . . .	10

### Provision of Bunks

9. (i) Every ship carrying passengers between India and East Africa or South Africa shall be provided with bunks for all passengers.

(ii) The size of the bunks shall be not less than 6 feet 3 inches long and 2 feet 3 inches wide inside measurement and the alleyways between them shall not be less than 2 feet 3 inches. The bunks shall be situated not less than 2 feet from scupperways.

(iii) Bunks shall be placed fore and aft as far as practicable but in order to take advantage of the remaining available space they may be fitted athwardship where it is not possible to fit them fore and aft.

(iv) Double tier bunks shall be fitted in compartments provided that their height is of the following requirements:—

- (a) the distance between the lower bunk and the upper bunk shall not be less than 2 feet 6 inches in existing ships and 3 feet in new ships.
- (b) the height of the lower bunk shall not be less than 1 foot 6 inches from the deck;
- (c) the distance between the upper bunk and the toe of the beams shall not be less than 2 feet 6 inches in existing ships and 3 feet in new ships.
- (v) The space below the lower bunks shall be available for luggage.
- (vi) Suitable ladders shall be fixed between the lower and the upper bunks at one end to facilitate the use of the upper bunks. These ladders may be portable.
- (vii) The bunks shall preferably be constructed of steel.
- (viii) Not more than one passenger except in the case of children under the age of 12 years shall be placed in or occupy the same bunk.

10. (i) In the case of—

- (a) ships plying between India and Burma or Malaya; and
- (b) ships performing voyages whose duration in ordinary circumstances exceeds 48 hours;

there shall be provided bunks for not less than 25 per cent. of the total number of passengers which they are certified to carry.

(ii) In ships in which bunks are not fitted for the full number of passengers the space to be made available for each passenger not accommodated in a bunk shall be determined in accordance with the scale prescribed in the Unberthed Passengers (Availability of Space) Order, 1953.

(iii) The bunks required to be provided by this rule shall comply with sub-rules (ii) to (vii) of rule 9.

#### **Medical Stores and Surgical Appliances**

11. (i) Every ship carrying more than one hundred passengers and performing voyages whose duration exceeds 48 hours shall have on board a supply of medical stores and surgical appliances according to the scale prescribed in Schedule I which shall be kept in a surgery of a shape approved by the surveyor and having a floor area of not less than 48 sq. feet, fitted with suitable racks and lockers, a table and a sink and having an adequate supply of fresh water.

(ii) Every ship, other than a ship to which sub-rule (i) or sub-rule (iii) applies shall carry on board a supply of medical stores and surgical appliances according to the scale specified in Schedule II.

(iii) Every ship performing a voyage whose duration in ordinary circumstances does not exceed 24 hours shall carry on board a supply of medical stores and surgical appliances according to the scale specified in Schedule III.

12. The medical stores and surgical appliances shall be inspected once at least in every year and at intervals of not less than six months by the Port Health Officer who shall, if he is satisfied that the provisions of rule 11 above have been complied with, grant a certificate to that effect to the Master of the ship.

13. Whenever circumstances so require, the Medical Officer or, if there is none, the Master of a ship, shall provide free medical stores and surgical appliances for the use of passengers of such ships.

#### **Hospital Arrangements**

14. The following permanent hospital arrangements shall be made on every ship carrying more than one hundred passengers and engaged on voyages whose duration exceeds 48 hours:—

- (i) There shall be fitted on deck or decks above the between-decks hospital accommodation for passengers; and it shall be demarcated to the satisfaction of the surveyor.
- (ii) The area of the deck space provided for this purpose shall not be less than the following scale depending on number of passengers which the ship is certified to carry, namely, not less than 96 sq. feet for the first six hundred passengers or less and an additional 24 square feet for every additional two hundred passengers or part thereof exceeding six hundred, upto a maximum of 192 sq. feet, provided further that the hospital accommodation made available on all such



ships shall be large enough to enable beds to be fitted in accordance with sub-rule (viii) below.

- (iii) There shall be a separate hospital for the exclusive use of each sex when both sexes are carried.
- (iv) Each hospital shall have a floor area of at least 48 sq. feet.
- (v) Each hospital shall be sufficiently ventilated and lighted to the satisfaction of the surveyor and shall be provided with proper beds, bedding and the necessary appliances.
- (vi) Each hospital shall have its own latrine and bath-room.
- (vii) (a) Beds shall be of metal of approved ship's hospital type;  
(b) Every such hospital shall remain open at all times for the admission and treatment of passengers suffering from any disease other than a disease referred to in rule 16.
- (viii) Hospital beds shall be fitted on the scales given below depending on the total number of passengers that the ship is certified to carry and whether the ship is performing a voyage of between 48 and 120 hours or a voyage over 120 hours :—

No. of passengers that the ship is certified to carry	Voyages of duration between 48 hours and 120 hours	Voyages of duration over 120 hours
100 to 400 passengers . . . . .	4	4
401 to 500 „ . . . . .	4	5
501 to 600 „ . . . . .	4	6
601 to 700 „ . . . . .	5	7
701 to 800 „ . . . . .	5	8
801 to 900 „ . . . . .	6	9
901 to 1,000 „ . . . . .	6	10
1,001 to 1,100 „ . . . . .	7	11
Above 1,100 „ . . . . .	8	12

15. (i) In the case of ships certified to carry more than one hundred passengers and performing a voyage whose duration in ordinary circumstances does not exceed 48 hours, there shall be carried materials for the erection of a temporary hospital. The superficial area reserved for such hospital need not be more than 72 feet and this space shall be deducted from the area measured for passengers on board such ships.

(ii) The portion of the upper deck on which such temporary hospital shall be erected shall be demarcated and measured off by the surveyor. The framework of the hospital may be of iron (in pieces that can be easily fitted together) or of wooden spars or bamboos. The roof must be tented and both side walls must be made of stout canvas or other suitable material and be perfectly watertight, due provision at the same time being made for ventilation.

16. (i) To provide for the accommodation and treatment of such cases of illness (e.g. cases of small pox, cholera, yellow fever or plague, etc.) as it may be considered desirable to segregate from the others every ship carrying more than 100 passengers and performing a voyage whose duration in ordinary circumstances exceeds 48 hours, but does not exceed 120 hours shall carry on board the materials necessary for the construction of a temporary hospital and a part of the upper deck not less than 144 sq. feet in area shall be set apart and demarcated to the satisfaction of the surveyor for the purpose.

(ii) Ships performing a voyage the duration of which in ordinary circumstances exceeds 120 hours shall be fitted with a permanent isolation hospital. Such hospital shall be placed in as isolated position as possible to the satisfaction of the surveyor and the Port Medical Officer at the port of clearance.

(iii) Sub-rules (i), (iii), (iv), (v) (vi) and (vii) (a) of rule 14 shall apply to such permanent isolation hospitals and the number of beds fitted in each such hospital shall not be less than two.

### Latrines

17. (i) Every ship shall be provided for the exclusive use of passengers with latrines according to the following scale with relation to certified passenger carrying capacity:—

- (a) In the case of ships performing a voyage whose duration in ordinary circumstances exceeds 48 hours, not less than four latrines for every hundred passengers upto 800 passengers and additional three latrines for each additional 100 passengers or fraction thereof beyond that number.
- (b) In the case of ships performing a voyage whose duration in ordinary circumstances exceeds 24 hours but does not exceed 48 hours, not less than three latrines for every hundred such passengers upto 600 passengers and one additional latrine for each additional 50 passengers or fraction thereof beyond that number.
- (c) In the case of ships performing a voyage whose duration in ordinary circumstances does not exceed 24 hours, one latrine for every fifty passengers or fraction thereof.

(ii) In all ships, small commode seats with back rests shall be made available for the use of children in the proportion of half percent of the total number of passengers which a ship is certified to carry upto a maximum of six. Such commodes shall be placed immediately adjacent to latrines.

18. (i) The latrines shall be situated above the between-decks forward and aft at convenient and easily accessible places in all weathers, excepting that latrines shall not be situated on the poop or bridge decks certified to carry passengers.

(ii) No latrine shall be constructed in the between-decks:

Provided that if on the date of commencement of these Rules, a ship is fitted with latrines which comply with this sub-rule except to the extent that latrines are fitted amidships instead of forward and aft, no alteration in the present position of the latrines shall be required for the purpose of compliance with the sub-rule.

19. Every latrine shall be of a design approved by the Central Government and shall be fitted with automatic intermittent flushing device and provided with facilities for flushing whether the ship is at rest or in motion.

In all new ships, the latrine compartment shall be at least 3 feet by 3 feet 9 inches and shall be provided with two storm rails.

20. Latrines situated between the upper (or weather) deck and the shelter (or awning) deck shall be properly ventilated and effectively shut off so as to prevent effluvia escaping therefrom into any passenger space.

21. Every latrine shall be provided with a water tap, a pannikin and an adequate supply of water for purposes of ablution:

Provided that in ships which are not new ships and in which the latrines are in batteries it shall be sufficient to provide one water tap in each battery of latrines.

22. (i) Separate latrines shall be set apart for the exclusive use of male and female passengers and shall be provided with entirely separate entrances.

(ii) Every latrine for males shall be indicated by the figure of a man painted or engraved on or attached to, the entrance and every latrine for females shall be similarly indicated by the figure of a woman.

23. Separate latrines shall be provided for the use of the crew and while passengers are on board, the crew shall not be allowed to use the latrines set apart for passengers, nor shall passengers use the crews' latrines.

24. Every latrine shall be kept clean and in good order and when there are passengers on board, shall be disinfected not less than three times a day.

25. Every ship shall have, for the purpose of cleaning the latrines a special staff of sweepers consisting of one sweeper for every twelve latrines or a fraction thereof.

### Wash Places and Baths

26. (i) In the case of ships performing a voyage whose duration exceeds 48 hours, there shall be provided for the exclusive use of passengers—

- (a) One wash basin or preferably a sink with running cold fresh water for every fifty passengers; and

- (b) one salt water tap or shower for bathing for every hundred passengers or fraction thereof, of which one tap or shower in the wash place shall be supplied with running hot salt water so regulated as to prevent scalding of passengers.

(ii) Every ship performing a voyage whose duration in ordinary circumstances does not exceed 48 hours but is not less than 24 hours, shall be provided with half the scale of wash basins, taps or showers prescribed in the foregoing rule.

(iii) Every ship performing a voyage whose duration in ordinary circumstances does not exceed 24 hours shall be provided with one wash place for male passengers and one for female passengers. Each such wash place shall be fitted with at least one wash-basin or sink with running cold fresh water.

17. Every wash-place provided as above shall—

- (i) be so situated as to avoid the necessity of any one passing through the inner compartment of any latrine in order to reach the wash-place;
- (ii) be adequately screened from public view;
- (iii) have an adequate supply of water;
- (iv) have taps and valves marked to indicate whether the water is fresh, salt or hot;
- (v) be fitted with adequate means of ventilation.

28. At least one wash-place shall be set apart for the exclusive use of female passengers.

#### **Dressing Rooms**

29. (i) In every ship performing a voyage whose duration in ordinary circumstances exceeds 48 hours, there shall be provided on the deck two dressing rooms, one for male and the other for female passengers, fitted with mirrors and a seat:

Provided that in the case of ships performing voyages whose duration in ordinary circumstances exceeds twelve hours but does not exceed 48 hours, one such dressing room exclusively reserved for the use of female passengers shall be provided.

(ii) The dressing room shall be adjacent to the wash places and wherever possible, there shall be an inter-communicating door or passage between the wash-place and the dressing room.

(iii) The superficial area of each such dressing room shall not be less than 24 sq. feet and where the dressing rooms are not immediately adjacent to wash-places, one wash-basin, out of the total number specified in Rule 25 shall be fitted therein having a tap and adequate supply of fresh water.

#### **Cooking Ranges**

30. On every ship there shall be provided for the exclusive use of passengers not less than two cooking ranges for the first one hundred passengers certified to carry and one additional cooking range for every two hundred or a fraction thereof in excess of the first one hundred:

Provided that in the case of ships performing a voyage whose duration in ordinary circumstances does not exceed 48 hours and carrying from port to port passengers who do not ordinarily cook their food on board, the number of cooking ranges to be provided may, with the approval of the surveyor, be reduced to such number not less than two as he may consider adequate:

Provided further that in no case shall more than 12 cooking ranges be required under this rule.

31. Every cooking range so provided shall—

- (a) be of a design approved by a surveyor;
- (b) be properly housed and covered;
- (c) contain at least five cooking places;
- (d) be so placed and so grouped together as to reduce the fire hazards to the minimum.

32. No passenger shall cook on board at any place other than at a cooking range.

33. The crew of the ship shall not be allowed to use the cooking ranges set apart for unberthed passengers while such passengers are on board.

### Dining Spaces

34. (i) The provisions of this rule shall apply to ships performing voyages whose duration in ordinary circumstances exceeds 48 hours.

(ii) In the case of new ships, there shall be provided a dining space or spaces, equipped with sufficient tables having impervious tops also with chairs or benches and with electric fans and wash basins for the exclusive use of passengers. The wash-basins should be screened off from the dining spaces.

(iii) The deck area of such dining spaces shall not be less than 1 sq. foot for every passenger which the ship is certified to carry:

Provided that in the case of the existing ships which are not new ships the deck area set apart as dining spaces may be reduced but in no case shall there be less than  $\frac{1}{2}$  sq. foot per passenger set apart for this purpose.

(iv) The dining spaces, furniture and other equipment therein shall be kept clean and hygienic. Waste water shall be carried away in covered drains and shall not be allowed to accumulate so as to cause a nuisance. Suitable arrangements shall be made for the collection and disposal of garbage.

### Ventilation

35. (a) There shall be provided in every between deck other than the self-venting decks, a fan of the size of 28 inches or its equivalent for every 300 superficial feet of the deck space measured for passenger accommodation for securing adequate supply of air:

Provided that where the surveyor is satisfied that the sweep of the fan used is larger, he may allow a corresponding reduction in the number of fans to be so fitted.

(b) (i) In every new ship with a system of cowl ventilation, the ventilator supplying each upper between deck compartment shall have an aggregate area of not less than 10 sq. inches for each adult accommodated in the compartment, that is 5 sq. inches as inlet and an equal amount as outlet measured at the nearest part of the air passage.

(ii) The ventilators which are to supply a lower between deck compartment shall have an aggregate area of not less than 15 sq. inches for each adult accommodated in the compartment, that is,  $7\frac{1}{2}$  sq. inches as inlet and an equal amount as outlet measured at the narrowest part of the air passage.

(iii) The ventilators referred to in sub-rules (b)(i) and (ii) of this rule shall be exclusive of side scuttles, doors, hatchways, sky-lights and other apertures not built solely for ventilation.

(iv) In lieu of cowl ventilator, passenger space may be ventilated by an approved mechanical system whose effectiveness shall not be less than that prescribed under sub-rules (i) to (iii) above.

### Licensing and Appointment of Medical Officers

36. In the case of a ship which is certified to carry more than one thousand passengers and which is engaged in performing a voyage whose duration in the ordinary course exceeds one hundred and twenty hours, there shall be carried a qualified nurse in addition to the medical officer required by sub-section (1) of section 184 of the Act.

37. Any person desiring to be licensed as a medical officer of a ship may apply in writing to the Health Officer of the port of first departure of the ship.

38. No person shall be granted a medical officer's licence unless he is registered as a medical practitioner with one of the State Medical Councils.

39. (i) A medical officer's licence shall be granted by the Central Government, or by such person as may be authorised in this behalf by the Central Government, in the form given in Schedule IV.

(ii) It shall remain in force for one year from the date on which it is issued, but may be renewed by the authority granting it for further periods of one year at a time.

### Functions of the Medical Officer

40. The medical officer, if any, of every ship shall regularly keep for every voyage—

(i) a diary in which he shall briefly and accurately record from day to day—

(a) the principal events of medical importance occurring on board the ship during the voyage.

- (b) such facts in respect of the medical history of the crew and the passengers as he considers important; and
  - (c) the advice, if any, given by him to the master and the action taken.
- (ii) a register in the form given in Schedule V recording the admission and discharge of every case treated by him; and
- (iii) a register of deaths in the form given in Schedule VI.

41. The Medical Officer shall on arrival at the last port of voyage produce before the Health Officer of the Port, the medical diary and registers prescribed by the foregoing rule. At intermediate ports the medical officer on demand shall produce before the Health Officer of the Port the diary and registers prescribed above.

#### Inspection of Catering Arrangements

42. (i) Every ship shall be inspected by the Port Health Officer at a major port of embarkation (*Viz.* Bombay, Calcutta, Madras, Cochin or Visakhapatnam) and at such other ports as may be notified from time to time by the Central Government, in this behalf. The inspection at a major port of embarkation shall take place in respect of ships engaged on overseas unberthed passenger trade every time before passengers embark and at any other port, notified as aforesaid at such intervals and at such times as may be found convenient by the Port Health Officer concerned. Every Port Health Officer shall issue a certificate of inspection in the form given in Schedule VII to these rules, after carrying out the necessary inspection and examination and after satisfying himself that the food, materials, utensils, cooking places and the dining spaces for passengers are satisfactory and the catering staff are fit and in good health to carry out their duties without detriment to the health of the passengers. The certificate of inspection will be in triplicate, of which one copy will be given to the Master of the ship, and the duplicate will be forwarded to the Principal Officer, Mercantile Marine Department (of the Madras, Bombay or Calcutta Districts as may be appropriate). The triplicate will be retained by the Port Health Officer.

(ii) In the case of ships engaged in the coastal unberthed passenger trade and carrying passengers on short voyages, the inspection of food, materials, utensils, cooking places and the dining spaces for passengers may be carried out and necessary certificate in the form appended to these rules issued by the Port Health Officer as and when possible.

(iii) The Master of a ship as soon as he obtains a copy of the Certificate of Inspection will take all necessary steps to rectify any defect in the condition of food or materials, and any other matter pointed out in the certificate and shall replace, before embarkation, any member of the catering staff who has been certified to be medically unfit.

(iv) In any case, where for any special reason it has not been possible for the Port Health Officer at the main port of embarkation to issue a certificate of inspection as provided above, the Port Health Officer concerned shall arrange to issue to the Master of the Ship a certificate of exemption, in the form given in Schedule VIII to these Rules. A copy of such certificate shall be forwarded to the Principal Officer, Mercantile Marine Department, concerned.

(v) The Master of any ship omitting to obtain the said certificate from the Port Health Officer in the main port of embarkation or who fails to rectify any defects pointed out in the certificate or to replace any member of the catering staff certified as medically unfit shall be punishable with fine which may extend to two hundred rupees, and when the breach is a continuing one with a further fine of twenty rupees for every day after the first, during which the breach continues.

43. Any person appointed by the Central Government as Passenger Welfare Officer, when travelling on board any such ship, may at any time inspect the food supplied to the passengers, the materials used for the preparation of such food and the utensils, cooking places and dining spaces intended for the passengers and may bring to the notice of the Master of the ship any complaints regarding the quality of the food or materials used in the preparation of such food or the condition of the utensils, cooking places, dining spaces, etc., or the health or behaviour of the catering staff, and it shall be the duty of the Master to take necessary steps, forthwith, to attend to these complaints and make a note in his Log Book of the action taken by him in this regard.

44. Any person obstructing the Passenger Welfare Officer in carrying out the inspection referred to above or in the discharge of his duties connected therewith shall be punishable with fine which may extend to two hundred rupees and when the offence is a continuing one with a further fine of twenty rupees for every day after the first during which the offence continues.

**Miscellaneous**

45. In seasons of fair weather, every ship carrying upper-deck passengers shall be provided with awning of stout canvas covering the whole of the open portion of the deck used by such passengers.

46. Every Certificate "B" shall, in addition to the particulars required to be stated by section 155 of the Act, state whether the requirements of these rules have been complied with, and shall also specify the number of upper-deck passengers for whom space is available on board the ship.

47. (a) The space measured for passengers shall not be utilised for the carriage of cargo.

(b) The requirement of this rule shall not apply to ships where "A" Certificate is issued to them have been suitably endorsed by the competent authority specifying the deck or compartments to be used for such carriage and the consequent deduction in the total certified passenger capacity on the specified voyage. Similar endorsement shall also be made on the "B" Certificate by the Certifying Officer.

48. No cattle either as cargo or for consumption on the voyage shall be allowed on any deck or compartment in which passengers are carried unless the space occupied by the cattle is separated from the passengers by a steel gas-tight bulk-head, and is suitably drained and ventilated clear of the passenger spaces.

**Exemptions**

49. The Director General of Shipping may, subject to such conditions as he thinks fit, exempt any ship or class of ships from full compliance with any rules if he is satisfied that the compliance is either impracticable or otherwise inexpedient or if extensive structural alterations are involved such alterations are unreasonable in the case of that ship or class of ships.

50. A breach of any of the provisions of these Rules shall be punishable with fine which may extend to two hundred rupees and when the breach is a continuing breach, with a further fine which may extend to twenty rupees for every day after the first during which the breach continues.

**SCHEDULE I**

[See Rule 11 (i)]

The supply of medical stores and surgical appliances on a ship carrying more than one hundred passengers and performing a voyage whose duration exceeds 48 hours shall be according to the following scale :—

I. The supply of medicines and miscellaneous articles shall be, where the number of passengers is—

more than	100, but not more than	250	.	.	.	1½ times the quantity shown the second column of the Table below.
"	250,	"	400	.	.	2
"	400,	"	550	.	.	3
"	550,	"	750	.	.	4
"	750,	"	950	.	.	5
"	950,	"	1,150	.	.	6
"	1,150,	"	1,350	.	.	7
"	1,350,	"	1,550	.	.	8
"	1,550,	"	1,750	.	.	9
"	1,750,	"	1,950	.	.	10
and so on :						

(NOTE.—Weights and measures of the British Pharmacopoeia).

Name	Quantity	Remarks
<i>Medicine</i>		
Acidum Aceticum . . . . .	2 oz.	
Acriflavine Powder . . . . .	60 grs.	
Tablets medicinal Acidum Acetyl-Salicylicum, 5 grs. . . . .	200	
Acidum Baricum . . . . .	4 oz.	
Phenol Liquefactum . . . . .	1 oz.	
Acidum Nitro-Hydrochloricum Dilutum . . . . .	1 oz.	
Adrenaline Ampules' . . . . .	2 Ampules, 1 c.c. each.	
Ammonii Carbonas . . . . .	1 oz.	
Ammonii Chloridum . . . . .	$\frac{1}{2}$ oz.	
Antiphlogistine . . . . .	$\frac{1}{2}$ lb.	
Argenti Nitras . . . . .	3 points.	
Bismuthi Carbonas . . . . .	2 oz.	
Borax . . . . .	$\frac{1}{2}$ oz.	
Brandy . . . . .	4 oz.	
Clacii Hydroxidum . . . . .	2 oz.	
Chloralis Hydras . . . . .	$\frac{1}{3}$ oz.	
Hydrargyri-Subchloridum . . . . .	$\frac{1}{4}$ oz.	
Camphore . . . . .	$\frac{1}{2}$ oz.	
Coramine . . . . .	$\frac{1}{2}$ box of six ampules.	
Aethylis Chloridum 50 gram tube for local spray . . . . .	1 tube.	
Diphtheria Antitoxin in concentrated serum containing not less than 1,500 units per c.c. . . . .	40,000 units.	
Ephedrinae Hydrochloridum $\frac{1}{2}$ gr. tablets . . . . .	50 tablets per vessel.	
Extractum Pituitarii Liquidum (in amp. of $\frac{1}{2}$ c.c.) containing not less than 10 units per c.c. . . . .	6 ampules per vessel.	
Ferri et ammonii Citras . . . . .	3 oz.	
Insulin in tubes of 100 units each . . . . .	4 tubes per vessel.	
Sulphadiazine tablets 0.5 Gm. each . . . . .	500 tablets per vessel.	
Sulphamezathine Tablets . . . . .	50 tablets.	
Approved mosquito repellant (Dimethyl Phthalate) in 2 oz. bottles . . . . .	1 bottle.	
Pencilline Sodium Crystalline-G . . . . .	6 millions units per vessel.	
Pencillin in oil and wax . . . . .	Vials of 10 c.c. of 300,000 units in 1 c.c.	
	2 vials per vessel.	
D.D.T. Powder . . . . .	3 lbs.	
Calamina . . . . .	4 oz.	
Hae-mo-Plastine ampoules . . . . .	1 box.	
Tabellae Antispinae Sulphatis 1/100 Gr. . . . .	25 tablets.	
Unguentum Hydrargyri Oxidi Flavi . . . . .	$\frac{1}{4}$ oz.	
(a) Glycerinum . . . . .	1 oz.	
(b) Resorcinum . . . . .	1 oz.	
Tincture Belladonnae . . . . .	1 oz.	
Tincture Lebelia Aetherus . . . . .	$\frac{1}{2}$ oz.	
Anti-Tetanic Serum . . . . .	1,500 units.	
Benedict Solution Qualitative . . . . .	4 oz.	
Benedict Solution Quantitative . . . . .	4 oz.	
Pyregn Free double distilled water 5 c.c. ampoules . . . . .	1 doz.	
Syringe hypodermic 25 c.c. and 10 c.c. . . . .	1 each.	
Silk-Worm Gut . . . . .	1 Pkt.	
Asther anaesthetic . . . . .	4 oz.	
Talcum Powder for diluting D.D.T. . . . .	30 lbs.	
Sphygmomanometer . . . . .	1	
D.D.T. Duster . . . . .	1	
Truss, Double 34" . . . . .	1	
Hot water bag . . . . .	1	
Test Tube . . . . .	3	
A holder for argenti Nitras Points . . . . .	1	
One set midwifery instruments in canvas roll (forceps etc.) . . . . .	1 set.	
Probe-pointed director . . . . .	1	
Needle holder (London Hospital pattern) . . . . .	1	
Schimmelbusch mask for anaesthesia . . . . .	1	
Urine-test case . . . . .	1	
Lotie Calamine . . . . .	1 lb.	

Name	Quantity	Remarks
Cocainae Hydro-Chloridum 90.5 per cent in Oleum Ricini with Hydrargyri Per-chloridum 0.033 per cent	1/8 oz.	
Distilled Water	3 ampules of 10 c.c. each.	
Tablets hypodermic Digitalin 1/100 gr.	1/2 tube of 25 tablets.	
Glucose	4 oz.	
Tablets hypodermic Emetinae Hydro-chloridum 1/2 gr.	1 tube of 25 tablets.	
Tablets Mepacrine	5 Dozs.	
Glycerinum	2 oz.	
Glucose	3 ampules 25 p.c. injection solution in ampules of 10 c.c. each.	
H	1/2 oz.	
Tydrargyrum cum creta	1/2 tube of 25 tablets.	
Tablets hypodermic morphinae Hydro-chloridum 1/6 gr.	1 oz.	
Infusum Punctu Concentratum	2 oz.	
Linimentum camphorae Co.	1/2 oz.	
Extractum Ergotae Liquidum	1 lb.	
Liquid paraffin	1 oz.	
Liquor Ammoniae Fortis	6 oz.	
Liquor Ammoniae Acetatis Dilutus	1/4 oz.	
Liquor Arsenicalls	1/8 oz.	
Liquor Atropinae sulphas	1 oz.	
Liquor Hydrargyri Perchloridi	1/2 oz.	
Liquor morphinae Hydrochloridi	2 oz.	
Liquor Plumbi Subacetatis Fortis	1/4 oz.	
Liquor Strychnine Hydrochloridi	1/4 oz.	
Chrysarobinum	1 oz.	
Magnesii carbonas Levis	3 lbs.	In tins.
Magnesii Sulphas	1 oz.	One p.c. solution.
Novocaine	1 pint.	
Spirits Methylatus Industrialis	4 pints.	
Oleum Ricini	1/8 oz.	
Phenacetinum	2 dozs.	
Pilula colocynthis Et. Hyoscyami	4 dozs.	
Pilula scillae composita	4 dozs.	
Pilula Plumbi cum opio	1 oz.	
Potassii Bromidum	1 oz.	
Potassii Chloras	1 oz.	
Potassii Citras	3 oz.	
Potassii Iodidum	1/2 oz.	
Potassii Nitras	3 oz.	
Potassii Permanganas	2 oz.	
Protargol or Argyrol (10% solution)	1/2 oz.	
Pulvis Ipecacuanhae Compositus in 5 grs. powders (or tablets)	4 dozs.	
Pulvis Jalapae Compositus	1 oz.	
Quinae Sulphas	2 oz.	
Tablets Paludrine	100 per 100 passengers.	
Tablets Sulphaguanidini	50	
Tablets Quinae Sulphas 5 grs.	12 dozs.	
Salol	1/4 oz.	
Santoninum	1/16 oz.	
Sodii Bicarbonas	2 oz.	
Sodii Salicylas	1/2 oz.	
Spiritus Aetheris Nitrosi	2 oz.	
Spiritus Ammoniae Aromaticus	11 oz.	
Spiritus Rectificatus	4 oz.	
Sulphathiazole	300 tablets.	
Tablets hypodermic Strychninae Hydro-chloridum, 1/100	1/2 tube of 25 tablets.	
Tannafa	4 tubes.	
Tinctura Benzoini Composite	1/2 oz.	
Tinctura Camphorae Composita	1 oz.	
Tinctura Cinchonae Composita	1/2 oz.	
Tinctura Digifortis	1/2 oz.	



Name	Quantity	Remarks
Tinctura Ferri Perchloridi . . . . .	1 oz.	
Tinctura Hyoscyami . . . . .	1/2 oz.	
Liquor Iodi Mitis . . . . .	2 oz.	
Tinctura Chloroformi Et Morphinæ Composita . . . . .	2 oz.	
Tinctura Nucis Vomicae . . . . .	1 oz.	
Tinctura Opii . . . . .	1 oz.	
Tinctura Quininae Ammoniata . . . . .	1 oz.	
Tinctura Sencgae . . . . .	1 oz.	
Pulvis Tragacanthæ . . . . .	1 oz.	
Unguentum Hydrogyri Ammoniati . . . . .	1/2 oz.	
Unguentum Simplex . . . . .	2 oz.	
Unguentum Sulphuris . . . . .	4 oz.	
Unguentum Zinchi . . . . .	1 oz.	
Hexamina . . . . .	1/4 oz.	
Paraffinum Mollè Flavum . . . . .	2 oz.	
Vinum Antimoniale . . . . .	1/2 oz.	
Vinum Ipecacuanhæ . . . . .	1 oz.	

*Miscellaneous articles.*

Bangors Food or Horlicks Malted Milk . . . . .	8*oz.	
Vaccine anti-smallpox fresh . . . . .	Sufficient for 75 persons.	
Vaccine anti-cholera fresh . . . . .	150 c.c.	This is to be given in two doses of 1/2 and 1 c.c. respectively, i.e., 1-1/2 c.c. in all, per person. It should be kept in cold storage on board and used when required and should be discarded in accordance with the date of expiry on the phials under orders of the Port Health Officer.
Vaccine anti-plague fresh . . . . .	*c150 c.c.	Unless it can be shown that all persons on board have been protected by inoculation just prior to embarkation, 1-1/2 c.c. for each person on board should be carried for short voyages 100 c.c. of fresh cholera vaccine instead of 150 c.c. may be carried. This is usually given in doses similar to anti-cholera vaccine but it may be given in one single dose of 1 c.c.* The vaccine should be carried under conditions similar to those in regard to cholera vaccine and discarded in a similar way under orders of the Port Health Officer.
		30 c.c.* instead of 150 c.c. may be carried in the case of ships which have been deratised within six months

\* These quantities apply to Lister Institute anti-plague vaccine. For Haffkine Institute, Bombay vaccine the quantities should be trebled.

NOTE.—The preparations of Ammonia, æther, chloroform, Iodine and all acids should be in well stoppered bottles. All the drugs etc. must be properly labelled with the quantities marked on each label.

“Poisons” should be especially distinguished by labels with the words “Poison” on them

Name	Quantity or number	Remarks
Plaster Adhesive 1—5 yds.	1 reel of 5 yards.	
Calcico . . . . .	2 yards.	
Flannel . . . . .	2 yards.	
Lint . . . . .	4 yards.	
Bandages roller . . . . .	8 dozens (1 doz. of each of 1", 2" and 3".)	
Paper for powers etc. . . . .	1 quire.	
Corks for bottles . . . . .	1 dozen.	
Wool cotton . . . . .	1 lb.	
Pan bed metal . . . . .	1 in number.	
Gauze antiseptic . . . . .	1 yard.	

II. The Supply of instruments and other articles, anaesthetics and disinfectants shall be follows :—

*Instruments and other articles*

Boxes chips for ointment 1 oz. each . . . . .	18	
Bottles dispensing assorted . . . . .	12	
Enamelled Feeding cups . . . . .	2	
Measures glass 2 oz. . . . .	2	
Measures glass 2 drams . . . . .	2	
Pestle and mortar wedgewood . . . . .	2	
Scales and weights grains . . . . .	1 set.	
Spare weights grains . . . . .	1 set.	
Splints common . . . . .	1 set.	
Catheter metal No. 8 size . . . . .	1	
Catheters India rubber No. 2, 4, 6 and 10 set of 4	1 set.	
Spatula . . . . .	1	
Scissors (Shop) . . . . .	1 pair.	
Penknife . . . . .	1	
Syringe ear metal . . . . .	1	
Syringe enema . . . . .	1	
Syringe urethral male . . . . .	1	
Syringe urethral female . . . . .	1	
Nozles urethral shielded pattern . . . . .	2	
Douche can 1 quart with 6 ft. India rubber tubing and pipe hook . . . . .	1 set.	
Instruments dressing pocket case . . . . .	1 case containing probe 1, dissector catheter female 1, Thermometer clinic in case 1, Scissors 1 pair, Forceps dressing plated 1, suture needles 6, Forceps artery 1, Knife abscess symes 1, Bitoury straight 1 and curved 1 in or handle lances bleeding 1, silk thread for sutures 20 grains.	
Steriliser for surgical instruments small . . . . .	1	
Syringe hypodermic 20 minim or 2 c.c. . . . .	1	
*Spare needles for hypodermic syringe . . . . .	6	
<i>Forceps teeth :—</i>		
Upper incisors . . . . .	1	
Lower incisors . . . . .	1	
Molar of the Hawks, bill type . . . . .	1	
Upper molar right . . . . .	1	
Upper molar left . . . . .	1	
Thermometer clinical . . . . .	1	In addition to the one already supplied in pocket dressing case.
Forceps artery . . . . .	3	
Eye cup . . . . .	1	
Eye spud . . . . .	1	
Bowl enamelled . . . . .	1	
Tray enamelled round . . . . .	1	
Tray enamelled Kidney shaped . . . . .	1	
Bag Ice . . . . .	1	
Apparatus transfusion for intravenous saline and a sufficient supply of Hypertonic saline in tablet form . . . . .	1	

Name	Quantity or number	Remarks
Stretcher . . . . .	1	An efficient carrying stretcher of approved type "Navla" by preference.
Dressing Forceps . . . . .	1	In addition to that already in pocket dressing case.

\* Suture and hypodermic needles to be kept in vaseline or well greased, and needles to be fitted with stilettes when not in use.

Name	Quantity or number	Remarks
Tourniquet Esmarch's . . . . .	1	
Brush nail . . . . .	1	
Tubes glass sealed with needles and catgut . . . . .	3	Different sizes.
Tube stomach with gag . . . . .	1	
Waterproof sheets . . . . .	6	

#### *Anaesthetics*

Chloroformum . . . . .	6 ozs.	In 2 oz. ampoules, in blue or covered from light by dark papers.
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#### *Disinfectants\**

D.D.T. Powder . . . . .	3 lbs.	
Sulphur . . . . .	32 lbs.	
Saponified Cresol . . . . .	30 gals.	
Bleaching powder stabilised . . . . .	4 lbs.	In tins or jars.
B Phenol or other disinfectants of quality approved by the Central Government.		

\* For conditions of approval and list of approved disinfectants see Appendix.

### SCHEDULE II

[ See Rule II (ii) ]

The supply of medical stores and surgical appliances on a ship performing a voyage who duration is less than 48 hours but exceeds 24 hours shall be according to the following scale :—

(NOTE.—Weights and measures of the British Pharmacopoeia).

Name	Quantity or number	Remarks
Tablets medicinal Acidum Acetylsalicylicum 5 grains . . . . .	100	
Spiritus Ammoniae Aromaticus . . . . .	2 oz.	
Tincture Chloroformi Et. Morphinæ Composita* . . . . .	1 oz.	
Oleum Ricini . . . . .	1/2 pint.	
Omnopone . . . . .	6 tablets.	
Phenol Liquifacum ** . . . . .	2 oz.	
Quinine Hydrochloride . . . . .	50 tablets.	
Tinctura Bensoini Composita . . . . .	2 oz.	
Tinctura Opil * . . . . .	2 oz.	
Liquor Plumbi Subacetatis Fortis ** . . . . .	2 oz.	
Linimentum Sponis . . . . .	2 oz.	

Name	Quantity or Number	Remarks
Pilula Colocynthis Composita 4 grains	3 doz.	
Sol Volatile in glass stoppered bottle	1 bottle.	
Tablets quinine Hydrochloride, 5 grains	20 doz.	
Paraffinum Mollis Flavum	4 oz.	
Plaster Adhesive Zinc Oxide 2" x 5 yds.	1 reel.	
Lint adhesive	1/2 lb.	
Lint Boric	1/2 lb.	
Wool Cotton absorbent	1/2 lb.	
Measures conical graduated 2 ozs.	1	
Bottles 6 oz. with corks	6	
Bottles 1 oz. with corks	6	
Mustard leaves in tin	1 doz.	
Scissors.	1 pair.	
Lancet	1	
Thermometer clinical self registering	2 pairs	
Bandages triangular base 48-in., sides 32 in.	2 bandages.	
Bandages legs and arm side	12	
Bandages finger	6	
Calice	2 yards.	
Splints common	1 set.	
Tourniquet Esmarch's	1	
Needles	6 in vascline.	
Pins safety	2 doz.	
Tablet of silk with four sizes	1	
Syringe enema Higginson's	1 with printed directions for use.	
Truss single reversible 36 in.	1	
Truss double 36 in.	1	
Authorised book of directions for medicine chest (The Ship Captain's medical guide latest edition)	1 copy.	
Syllin medical	1 lb. with directions.	
Magnesium Sulphate	2 lb. " "	
Scales and Weights	1 set " "	
Pulvis Jalapae Compositus	8 oz. " "	
Unguentum Sulphuris	8 oz. " "	
Unguentum Chrysarobini	8 oz. " "	
Commercial Carbolic or other disinfectant of approved quality	1 gall.	
Sago	6 lb.	
Arrowroot	10 lb.	
Antiphlogistine	3 tins.	
Solution Cocainae Hydrochloridum in Oleum Ricini with Hydrargyri *** Perchloridum 0.033 per cent (Eye drops)	1/8 oz.	
Catheters, India rubber sizes 2, 4, 6 and 10, set of 4	1 set.	
Superfined Cresol	20 gallons.	
Brush nail	1	
Tanna fax	1	

1. \*All medicines indicated thus (\*) to be marked with a Red Poison Label.
  2. \*\*All articles marked thus (\*\*) should in addition to the Red Poison Label, be carried in green fluted bottles and labelled for external use only.
  3. \*\*\*The bottles must have a label attached containing the following instructions for the use of the eye drops:—
    - (1) With the aid of the dropper put two drops into the eye ;
    - (2) Wait five minutes ;
    - (3) Put two more drops into the eye ;
    - (4) Wait five minutes ;
    - (5) Put in two more drops. The eye should then be ready, care must be taken that the instrument used is perfectly clean. After the removal of the foreign body, bandage the eye for six hours.
  4. All medicines bearing a Red Poison label must be used with caution and if given internally should be carefully measured.
  5. The preparations of ammonia, aether, chloroform, iodine, and acids should be in well stoppered bottles.
- Chloroform should be in blue glass or covered from light by dark paper. All the drugs, etc., must be properly labelled with the quantities marked on each label. "Poison" should be specially distinguished by labels with the word "Poison" on them.

## SCHEDULE III

[See Rule 11 (iii)]

The supply of medical stores and surgical appliances on a ship performing a voyage whose duration does not exceed 24 hours shall be according to the following scale :—

(NOTE.—Weights and measures of the British Pharmacopoeia.)

Name	Quantity or number	Remarks.
Spiritus Ammoniae Aromaticus . . . . .	1 oz.	
Tinctura Chloroformi Et Morpinae composita . . . . .	1 oz.	
Oleum Ricini . . . . .	1/2 pint.	
Tinctura Bensoine Composita . . . . .	2 oz.	
Tinctura Iodimities . . . . .	2 oz.	
Paraffinum Mille Flavum . . . . .	2 oz.	
Tablets Quinine Hydrochloride or Sulphate 5 grs.	7-1/2 doz.	
Sal-Volatila in glass stoppered bottle . . . . .	1 bottle.	
Tablets Quinine . . . . .	2-1/2 doz.	
Solution Cocainae Hydrachloridum 0.5 per cent in Oleum Ricini with Hydrargyri Perchloridum 0.033 per cent Eye drops (a) . . . . .	1/8 oz.	
Plaster adhesive, Zinc Oxide . . . . .	1 reel 5 yds. long and 1 inch wide.	
Lint Boric . . . . .	1/2 lb.	
Wool cotton absorbent . . . . .	1/2 lb.	
Tannafax . . . . .	1 small tube.	
Measures drop conical graduated 2 drachm . . . . .	1	
Scissors . . . . .	1 pair.	
Thermometer, clinical self registering . . . . .	1	
Bandage triangular, base 48 in. side 32 in. . . . .	1	
Bandages roller . . . . .	6	
Calico . . . . .	1 yard.	
Splints common . . . . .	1 set.	
Tourniquet Esmarch's . . . . .	1	
Pins Safety . . . . .	1 doz.	
Authorised book of directions for medicine chest (The Ship-Captain's Medical Guide latest edition) . . . . .	1 copy.	
Saponified Cresol . . . . .	20 gall.	
Catheter, India rubber No. 8 . . . . .	1	
Brush nail . . . . .	1	

(a) The bottle must have a label attached containing the following instructions for the use of the eye drops :—

“(1) With the aid of the dropper put two drops into the eye, (2) Wait five minutes (3) Put two more drops into the eye. (4) Wait five minutes, (5) Put in two more drops. The eye should then be ready, care must be taken that the instrument used is perfectly clean. After the removal of the foreign body, bandage the eye for six hours.”

## SCHEDULE IV

[See Rule 39 (i)]

*Form of licence to be granted to medical officers*

The bearer of this.....holding a certificate to practise  
 medicine and surgery.....from.....  
 is licensed to have medical-charge of unberthed passenger ships under the provisions of the Indian  
 Merchant Shipping Act, 1923 (XXI of 1923).

This licence holds good for one year from this date.

Dated.....

(Here enter seal of office)

Signature of recipient.

(Sd.) .....  
 Health Officer.

Port

## SCHEDULE V

[See Rule 40 (ii)]

*Medical Admission and Discharge Book*

Serial No. of cases	Name	Age	Sex	Disease or cause of admission	Date of			Number of hours or days under treatment	Remarks
					Admission	Dis- charge or recovery	Death		
1	2	3	4	5	6	7	8	9	10

## SCHEDULE VI

See Rule 40 (iii)

*Register of Death*

Serial No.	Name	Age	Time of occurrence		Cause	Remarks
			Date	Hours		
1	2	3	4	5	6	7

## SCHEDULE VII

*Form of certificate of inspection to be issued by the Port Health Officer—*

[See Rule 42(i)].

Certified that I have this day ..... inspected the s.s. .... (name of the vessel) and find that the food, materials, utensils, cooking places and the dining spaces, etc. for underthed passengers are satisfactory.

2. It is also certified that I have medically examined the catering staff employed on this vessel and find that they are \*all ..... in good health and are not suffering from any infectious or contagious disease or suspected to be carriers of any infectious or contagious disease.

(Signature)

(Designation)

Name of Port.

dated the ..... day of ..... 19 ..

\*(Strike out the words not applicable)

NOTE.—The certificate referred to in para. 2 above shall be valid for a period of six months or for such shorter periods as the Port Health Officer may in his discretion determine, and record, in respect of ships engaged on the coastal un-berthed passenger trade.

## SCHEDULE VIII

[See Rule 42 (iii)]

*Form of Certificate of Exemption to be furnished by the Port Health Officer of the main Port of Embarkation.*

\*Whereas owing to ..... (here state the circumstances under which it has not

..... it has not been found possible to inspect been possible to carry out an inspection)

the s.s. ".....", I hereby issue this Exemption Certificate for one voyage only commencing from the ..... from the port..... (date) (main embarkation)

to the port of ..... (destination)

Name

Designation

Port

Date.

## APPENDIX

(See Schedule I).

## CONDITIONS OF APPROVAL AND INSTRUCTIONS FOR DRAWING AND SENDING SAMPLES OF DISINFECTANTS AND LIST OF APPROVED BRANDS

*Instructions for drawing and sending samples of disinfectants.*

1. (1) Desinfectants will be tested chemically and bacteriologically. Facilities for such tests exist in the King Institute, Guindy (Madras State) and the Haffkine Institute, Bombay.

(2) Manufacturers desiring the approval of the Govt. of India to disinfectants—coal tar or other—for use on board ship should submit applications to the Director General of Shipping, Ballard Estate, Bombay. A true copy of the application, together with samples drawn in accordance with the instructions detailed below, should at the same time be sent to one of the institutions named above. They will submit their reports to the Director General of Shipping who will refer the case, with his recommendations, to the Government of India for orders.

(3) In the case of the tests undertaken by the King Institute, Guindy, the fees chargeable are Rs. 30 per sample for chemical or bacteriological test, and Rs. 45 per sample for a combined bacteriological and physical examination. The fees should be paid in a Government Treasury to the credit of the Government of Madras for adjustment under the head "XXVIII—Public Health—Collection of payment for services rendered—Bacteriological Laboratories".

(4) The fees for chemical analysis of disinfectants and for bacteriological examination undertaken by the Haffkine Institute, Bombay, are Rs. 48 and 45 per

sample respectively and should be paid in a Government Treasury to the credit of the Government of Bombay for adjustment under the head "XXVII—Medical Bacteriological Laboratories Receipts—Miscellaneous Fees credited to Government."

2. Liquid disinfectants should be thoroughly stirred or shaken according to circumstances before samples are drawn therefrom. In the case of solid disinfectants, specimens should be taken from various points and thoroughly mixed, and the samples required for despatch to the King Institute, Guindy, and the Haflkin Institute, Bombay, should be drawn from the large sample so obtained. The mixing of the specimen should be carried out as expeditiously as possible so as to avoid undue exposure of the material to the atmosphere.

3. If the disinfectant is a liquid, each sample should consist of at least half a gallon of the material. If it is a solid, two-pound samples should be drawn.

4. Samples of liquid disinfectants should be sent in bottles or in tins, and samples of solid disinfectants should be sent in widemouthed bottles.

5. Containers of samples should be scrupulously clean. They may be cleaned with water or petrol according to circumstances, but it is essential that the water or petrol should be completely removed by drying the containers before samples are placed in them. Kerosene should not be used for this purpose, as it cannot be completely removed by drying.

6. Bottles containing liquids should be nearly but not completely filled. If they are completely filled, the stoppers may be forced open by the expansion of the liquid.

7. All containers should be properly sealed to prevent leakage, and bottles should be carefully packed to avoid breakage in transit.

8. Samples should be carefully labelled. A label may be a tag securely tied to a package or may be pasted on. If a label is pasted on a tin, it should go all the way round the tin and overlap otherwise it will probably fall off. The label should state—

A. Name of material.

B. Name of firm sending sample.

C. Number and date of covering letter under which sample is sent.

9. A sample should not be sent without covering letter. The covering letter should state full details of the sample, including a statement of the manufacturer's formula of the produce sent.

#### CONDITIONS OF APPROVAL OF DISINFECTANTS FOR SHIPS

I. *Coal Tar Disinfectants*.—Coal tar disinfectants are required to be approved by the Central Government. The approved disinfectant must have a minimum germicidal value of 2.5 by the British Admiralty test. Coal tar disinfectants for use with sea water may be classified into three grades with phenol co-efficient values of (A) 10 and above. (B) 5 and (C) 2.5 by the British Admiralty test, indicating respectively high class, good quality and ordinary fluids for use on board the ships. The disinfectants must be stable and homogeneous on storage for three months at ordinary temperatures and shall not precipitate out or show separation of more than traces of oil. The fluid should be freely miscible with sea water and shall form a stable and uniform emulsion with sea water in concentrations of 5 per cent. by volume of disinfectant fluid. The dilution shall not show any separation of oil on the surface or undue precipitation on standing for a period of 6 hours at room temperature. It must not be unduly poisonous to higher animals and should not have any destructive action on wood, leather, lines or metals.

II. Chlorine may be carried either in the form of—

(a) Stabilised Chloride of Lime.

Chloride of lime must be dry and suitably stabilised yielding not less than 30 per cent. by weight of available chlorine and must be put up in tins of not more than 10 lbs. per tin, the date of issue by the manufacturer being stamped on each tin. Each tin and contents, whether partly used or not, must be renewed within one year of the date stamped on the tin. Full instructions for the use of the powder for cleansing decks, bulkheads, urinals, lavatory basins, etc., must be given on the label attached to each tin. This material is not to be used for the sterilisation of drinking water nor for the sterilisation of defects, soiled utensils or apparel of persons suffering from a contagious or infectious disease.



If stabilised chloride of lime is carried on board ship the quantity of coal tar disinfectant may be reduced by not more than 50 per cent. and the amount so reduced must be replaced by an equal weight of stabilised chloride of lime. Solid chloride of lime disinfectants will be tested for strength, stability, lime and water as follows:—

- (1) The chloride of lime must be of approved quality.
- (2) It must contain not less than 30 per cent. of available chlorine.
- (3) It must contain not less than 4 per cent. of free quick lime ( $\text{Ca}^\circ$ ).
- (4) The total water existing in all forms, consisting largely, if not entirely of water in combination in the form of calcium hydroxide, must not exceed 8.5 per cent.
- (5) It must be of such stability, that after being kept for four weeks in an oven at a temperature of  $140^\circ \text{F}$  ( $-20$ ) the chlorine content shall not decrease by more than 2.5 of the total available chlorine percentage originally present.

or (b) Stabilised Hypochlorite Solution.

If a stabilised solution of hypochlorite of soda is referred to chloride of lime, this preparation may be carried on board in place of chloride of lime, provided the total quantity of available chlorine is the same. The amount of coal tar disinfectant carried may then be reduced by 50 per cent. The conditions and restrictions as to its purpose and use are the same as for chloride of lime. The hypochlorite solution must yield at least 10 per cent. of available chlorine. If the solution should at any time decrease in strength so that the available chlorine falls to less than 8 per cent. it must be replaced as soon as possible. The liquid is to be stored in stoneware jars or other containers, of not less than two gallons nor more than 10 gallons capacity not liable to cause a diminution of the strength of the solution. The jars must be sealed either with stoneware stoppers, or with stoppers which have no appreciable action in diminishing the strength of the solution. Unless it can be shown that the strength of the solution is unaltered, the disinfectant must be renewed at least once a year. The date of sealing the containers and directions for use must be stated on a label adhering firmly to the jar.

Stabilised hypochloride solution will be tested for strength and stability. The stability of the solution will be tested by maintaining the liquid at  $25^\circ \text{C}$ . for twenty-eight days, when the available chlorine must not have decreased by more than 10 per cent. of the total available chlorine originally present.

Or (c) In ships in which a sea-water electrolyser is installed, capable of giving an unlimited quantity of sodium hypochloride solution containing not less than 0.1 per cent. of available chlorine, the quantity of coal tar disinfectant carried may be reduced by not more than 50 per cent. The type of electrolyser must be approved by the Central Government, and subject to inspection from time to time. The conditions and restrictions as to the purpose and use of the hypochlorite solution are the same as those for chloride of lime or hypochloride solution in tins.

III. Stabilised chloride of lime put up in 1 lb. tins is intended to be used for sterilising drinking water. Instructions for use will be found on pages 7—9 of the 1946 edition of the Ship Captain's Medical Guide. The following conditions must be fulfilled before chloride of lime for treatment of drinking water can be approved:—

- (1) The chloride of lime must be of approved quality.
- (2) It must contain not less than 24 per cent. and not more than 26 per cent. available chlorine.
- (3) It must contain not less than 14 per cent. of free quick lime ( $\text{Ca}^\circ$ ).
- (4) The total water existing in all forms, consisting largely, if not entirely, of the water in combination in the form of calcium hydroxide, must not exceed 7.5 per cent.
- (5) It shall be of such stability that after passing four weeks in an oven kept at  $140^\circ \text{F}$  ( $+20$ ) the chlorine contents shall not decrease by more than 2.0 of the total available chlorine percentage, originally present.
- (6) The powder to be put up in  $\frac{1}{2}$  lb. tins, the date of issue by the manufacturer to be stamped on the base of each tin.
- (7) Each tin and contents (except the measure which may be used again) whether partially used or not to be renewed within one year following the date stamped on the tin.

- (8) Each tin to contain a measure, made of a material resistant to chlorine, to contain 60 grains of the powder, when full, i.e., sufficient to chlorinate approximately 200 gallons of water.

*List of approved Brands*

The following disinfectants have been approved by the President. He may at any time withdraw his approval of any disinfectant that fails to pass the required standard:—

Antifect 18/20.  
 Bell's Fluid.  
 Burboul.  
 Carbolic Acid. Calvert's No. 5 Carbolic Acid, pure, Young and Co's No. 3  
 Celtyl.  
 Cofectant.  
 Crephol.  
 Cresolution, No. 1 Grade.  
 Cresolution, No. 2 Grade.  
 Cresolution No. 3 Grade.  
 Cyllin, Crude, Jeyes.  
 Cyllin, Jeyes' Special Fluid  
 Daykoline.  
 D.G. Fluid, No. 1.  
 Disfectall, No. 2.  
 Disolite H.C.  
 Edwards Clamax Sanitary Fluid.  
 Evansol.  
 Exenol.  
 Ferry "Extra".  
 Greasser-Monsanto 25 per cent.  
 Creosote Soluble.  
 Mensol.  
 W.O.H. Fluid.  
 Municipal.  
 Neslab Solid Lysol.  
 Hycol Hygeia Hyphenoide.  
 Ialine Fluid, Special No. 3.  
 Ialine Fluid, Special No. 5.  
 Ialine Fluid, Special No. 7.  
 Ialine Fluid, Special No. 8.  
 Izal.  
 Izal, Crude.  
 Jeyes' Corporation Fluid.  
 Kara Fluid.  
 Kerol.  
 Kerol Farm.  
 Kilcrobe.  
 Kilsol.  
 Kingston Brand.  
 Lactar.  
 Lawes' W.O. Fluid W/A Grade.  
 Lawesol.  
 Liquor Cresoli Saponatus.  
 Little's Fluid.  
 Lysol (Boots').  
 Lysolat or Lysotab.  
 Lysolid.  
 Microcide, made by Shalimar Tar Products (1935) Limited.  
 Monsanto Disinfecting Fluid, White.  
 Seawater disinfectant.  
 Septol, White.  
 Smith's Special Carbolated Sanitary Fluid.  
 Snowdol Fluid.  
 Pacolin, or Disinfectol.  
 Pestdoom Fortis.  
 Pharos Coefficient disinfectant fluid.  
 Pyramid.  
 Railene.  
 Sacol (Five oceans).  
 Sal-Hycol.  
 Sanitas Okol.  
 Sanophen A.

Sanophen White.  
Standard.  
Stenrol.  
Utoline I.  
Utoline II.  
"Veterisol" Wright's.  
Voxan White Fluid.  
Vlucun T.P.O.  
Wright's Disinfecting Fluid  
Xtol.  
Zondo-Sal.

[No. 53-MA(10)/52.]

S. K. GHOSH, Dy. Secy.

#### PORTS

*New Delhi, the 20th July 1953*

**S.R.O. 1446.**—In exercise of the powers conferred by clause (jj) of sub-section (1) of Section 6 of the Indian Ports Act, 1908 (XV of 1908) and in supersession of the rules published with the notification of the Government of India in the late War Transport Department No. 11-P(23)/41-II, dated the 29th October, 1942, and the notification of the former Government of Cochin No. 38, dated the 4th November, 1942 (19th Thulam 1118), the Central Government hereby makes the following rules for regulating the use of the wharves, quays, landing places, and sheds at the Port of Cochin, the same having been previously published, as required by sub-section (2) of the said section, namely:—

#### **Rules for regulating the use of the Wharves, Quays, Landing Places and Sheds at the Port of Cochin.**

1. The working hours for the purpose of the landing and shipment of cargo during day and night on all days including Sundays and other holidays, when work is permitted on those days, shall be as follows:—

During day—8 A.M. to 12 Noon and 1 P.M. to 5 P.M.

During night—6 P.M. to 10 P.M. and 11 P.M. to 3 A.M.

2. Persons using the wharves, quays, landing places or sheds at the Port shall obey all directions given by the Conservator of the Port or his assistants with a view to facilitate traffic, business or operations in connection with the landing, shipment, handling, transport or storage of goods at such wharves, quays, landing places or sheds.

3. Admission to the enclosed Port premises on Willingdon Island, that is to say, the area north of the boundary wall near the Mattancherry Halt Station, shall, if the Conservator of the Port so directs, be regulated by means of tickets, licences or badges which shall, on application, be issued by him or by an officer authorised by him in this behalf to such of the public as have business to transact within the said premises in somewise connected with the purposes, services, or works of the Port.

Whether any such direction has been issued or not, any person, whether in possession of the aforesaid ticket, licence or badge or not, shall be liable to exclusion if, in the opinion of the Conservator of the Port, he is an undesirable, or a doubtful character, or an idler or person having no specific business occupation within the said premises.

4. No person shall take photographs of the harbour or any portion of it without the previous written permit of the Conservator of the Port or of an officer authorised by him in this behalf and subject to the conditions laid down therein.

5. No flats, rafts or cargo, passenger or other boat shall be permitted to lie alongside of or to make fast to, the wharves, quays or landing places except when loading or unloading cargo or for the purpose of taking off, or landing passengers or baggage.

6. Tindals and other members of the crew shall remain in their respective flats, rafts or cargo or other boats when alongside the wharves quays or landing places, and shall obey the orders and directions of the Conservator of the Port or his assistants.

7. When afloat and unemployed, lighters and boats including passenger boats, rafts, etc., shall be securely moored in such a manner and position as may be directed by the Conservator of the Port or his assistants.

8. Except with the permission, previously obtained in writing of the Conservator of the Port, no person shall kindle or make use of a fire or a naked light on the wharves, quays or landing places, or in any shed godown, enclosure or open space used for the time being for the storage of goods within the Port premises, and no person shall smoke in or near any such shed, godown, enclosure or open space.

[No. 6-PII(43)/53.]

C. PARTHASARATHY, Under Secy.

### MINISTRY OF LABOUR

New Delhi, the 18th July 1953

**S.R.O. 1447.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal at Calcutta in an industrial dispute between the Punjab National Bank Ltd., and their workmen.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

20/1, Gurusaday Road, Ballygunge, Calcutta-19.

PRESENT: Shri K. S. Campbell-Puri, B.A., LL.B., *Chairman.*

REFERENCE No. 13 of 1952

#### BETWEEN

The Punjab National Bank Ltd.

And

Their workmen.

(Re: Shri B. D. Girdhar)

APPEARANCES: Shri B. D. Girdhar in person.

Shri P. R. Bhatia, Deputy General Secretary,  
Punjab National Bank Employees Union,  
Ambala, for the workmen.

Shri A. S. Puri, Assistant Secretary (Staff)  
for the Bank.

#### AWARD

By Notification No. LR. 100(42), dated 26th July 1952, the Central Government in the Ministry of Labour referred an industrial dispute existing between the employers in relation to the Punjab National Bank, Ltd., and their workmen in respect of the matter specified in the Schedule which reads as follows:

#### SCHEDULE

Whether the termination of the services of Shri B. D. Girdhar, who was employed as an Inspector in the Bank at Delhi, was justified and, if not, what relief should be granted to him.

Usual notices were issued to the parties for filing their written statements in respect of the issue referred to for adjudication and on the completion of the pleadings the case came up for hearing on 12th June, 1953 and the proceedings continued up to 22nd June, 1953 with a break of a few days spent in the hearing of another Reference emanating from Punjab State and fixed for hearing along with this Reference to obviate the necessity of another trip to Punjab State. The petitioner Shri Girdhar appeared in person and was also represented by Shri P. R. Bhatia, General Secretary, Punjab National Bank Employees Union, Punjab. Shri A. S. Puri, Assistant Secretary (Staff) appeared for the Bank.

A preliminary objection was taken on behalf of the Bank that Shri Girdhar was an officer at the time of discharge by virtue of his status as an Inspector and possessed all the controlling and directional powers of checking the work of branches and as such was not a workman within the meaning of Section 2(s) of the Act. A considerable documentary evidence was adduced by both sides comprising of various circulars, specimen copies of inspection reports and correspondence for and against

the plea as to whether Shri Girdhar as an Inspector was an officer or workman in purview of the Industrial Disputes Act. The Union side relied upon more than two dozen documents which were duly exhibited as Exs. A to Z and AA and BB and the Bank also produced three dozen documents exhibited on the record (Ex. 1 to Ex. 37). Apart from the documentary evidence Shri Girdhar, the complainant also came into the witness box and subjected himself to the cross-examination of the other side while the Bank examined Shri R. L. Madhok, Officer-in-charge of Inspection and Complaints Department and these two statements of WW-1 and EW-1 detailed and lengthily as these are, fairly represent the stand taken up by both sides relating to the preliminary objection as well as the facts and circumstances of the case which led to the dismissal of the complainant from Bank's service.

On merits Shri Bhatia stating the case on behalf of the complainant traced the whole career of the petitioner and attributed his dismissal from service to the enmity of Shri C. L. Rawla, the Superintendent, Inspection and Complaints Department. It was submitted that Shri C. L. Rawla got him transferred to Delhi as an Inspector of Branches which resulted in financial loss as well as demotion in status of the petitioner. It was alleged that the petitioner due to various indignities hurled upon him lost his health and asked for long leave on medical advice. His services were however terminated on 17th April 1951 before the expiry of the leave period without assigning any reason. It was urged that Shri Girdhar was an old employee and the termination of his services without making any regular enquiry was against all principles of equity and natural justice and liable to be set aside. In reply to the preliminary objection, the Union representative submitted that Shri Girdhar was not an officer and his duties were more or less of the type of audit clerk working under the instructions of the Inspection Department. He had no staff of his own and had no power to punish anyone. On the other hand the stand taken up by the Bank side on facts was that Shri Girdhar was not found amenable to discipline as he refused to vacate the Bank quarter at Calcutta after his transfer to Delhi and moreover made false reports to avail full casual and privilege leave, and his services were accordingly dispensed with.

Regarding preliminary objection, an Inspectorate of branches in Banks is an institution denoting some authority and responsibility and at the same time has no staff or office of its own to control. The point involved obviously resolves into a question of law as well as fact and as such the approach can be made objectively as well as subjectively for the purpose of investigation as to who is a workman and as to whether an Inspector as Shri Girdhar was designated falls in the definition of workman in consideration of the duties and responsibilities entrusted to him in his capacity as an Inspector of the Bank. Workman has been defined under the Industrial Disputes Act under Section 2(s) which reads as follows:

2(s): "workman" means any person employed (including an apprentice) in any industry to do any skilled or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceedings under this Act in relation to an industrial dispute, a workman discharged during that dispute, but does not include any person employed in the naval, military or air service of the (Government).

This definition has been earlier the subject of much discussion and it would be appropriate to trace the history of legal precedents in view of the importance of the question. Now after the passing of the Industrial Disputes Act, 1947, the question as to who workman was first posed for discussion before the U.P. Conciliation Board presided by Justice Bind Basini Prosad in the year 1948. The learned adjudicator summed up the position admirably at pages 9 and 10 of the award, and the relevant clauses (j) and (k) pertaining to Banks and Commercial concerns are reproduced for facility of Reference.

(j) As a general principle it may be stated that it is the nature of the work done by an employee and the degree of his responsibility which determine whether he is a clerk or an officer. His designation does not matter. The salary of an employee is no determining factor, because the definition of "workman" in the Industrial Disputes Act, 1947, contains no limitation based on salary, as is the case in the definition of this work in the Workmen's Compensation Act, 1923. If an employee performs work of clerical nature with no responsibilities of an officer but the employers give him the designation of an officer, he is not deprived of the protection afforded to him by the United Provinces Industrial Disputes Act, 1947. Similarly if an employee has the responsibilities of an officer, but part of his work is that of a clerical nature, he is not a clerk, but an officer. If the essential part of the work assigned to an employee is of a clerical nature and his responsibilities are not those of an officer he would be a clerk. I use the term "clerk" in contra-distinction to that of an officer. Broadly speaking, in every

office there are three classes of employees, (1) officers, (2) clerical establishment and (3) Inferior establishment consisting of those who do manual work. Class I is not covered by the United Provinces Industrial Disputes Act, 1947. The other two fall within its purview.

- (k) I think it proper here to explain the distinction between a clerk and an officer with special reference to banks. An officer is one who has responsibilities of a directional and controlling nature within the scope of his authority. Powers such as passing final orders for payments, signing receipts and documents on behalf of the banks, appointment or punishment or both of the subordinate staff and grant of leave to the staff are some of the attributes of officers. There may be an officer who may not possess all these attributes. Nevertheless, he may be an officer. The test is whether his duties and responsibilities are of a directional and controlling nature. Similarly there may be a clerk who may possess any of these attributes in a restricted degree. A clerk does work of a routine or mechanical nature and has no responsibility to take final decision in most of the matters which come in his hands."

The All India Industrial Tribunal (Bank Disputes), furthermore made valuable observations in the general treatment of the subject in chapter X of the *Sen Award* of 1949. The study of legal precedents, however, does not reveal that the point formed the subject of any decision with the State Tribunals for some time. It so happened that in the year 1950 under Reference No. LR.2(273) dated 21st February 1950 (relating to a large number of Banks all over India) the Bank employees of various categories preferred their claims numbering about 700 and the Central Industrial Tribunal, Calcutta, was called upon to decide as to which of the Bank employees satisfy the meaning of 'workman', in order to ascertain the ambit of the definition given in section 2(s) of the Act. The point accordingly was taken up in Delhi Bank Disputes award and was considered at some length as to who is a workman in purview of the Industrial Disputes Act. It would not serve any useful purpose to reiterate the reasoning advanced for and against in the said award which was published in *Gazette of India*, part II, section 3, dated 30th December 1950, pp. 1116—1152. The net result was that Managers, Sub Agents, Sub Managers and Superintendents were held to be officers while Assistant Managers, Accountants, Head Cashiers, Supervisors, Treasurers and Inspectors in the service of the Banks were held as workmen. Awards relating to other States viz., Punjab, Madras, Bihar, Uttar Pradesh, Madhya Pradesh and Bombay followed the Delhi award and cases were adjudicated upon in relation to this objection as to who is a workman in the light of the Delhi award. Both sides felt aggrieved and the matter was taken up to the Labour Appellate Tribunal in more than one appeal. The labour side confined their objection to the interpretation of the word "any person" and claimed that the use of the word "Any person" in the definition of section 2(s) and section 2(k) had wide amplitude and every employee of the Bank when his case was sponsored by the Union was to be treated as a workman. The Bank, however, joined issue on all points and made a grievance that Supervisors, Accountants, Cashiers, Treasurers, Assistant Managers and Inspectors were all officers and did not satisfy the definition of workman. Their lordships of the Labour Appellate Tribunal in a full bench decision set at rest the controversy on the question of 'any person' in the case of United Commercial Bank Ltd. Vs. Kidernath Gupta (1952: Vol. 1, Labour Law Journal, page 782) and held that although the members of the managerial staff and other officers of the industrial and commercial concerns are treated as employees but they must be treated different from the other classes of employees i.e., workmen. The dictum laid down by their lordships of the Labour Appellate Tribunal with regard to the expression 'any person' in Section 2(k) of the Act was that these words were used to be co-extensive with the word 'workman' in Section 2(s) of the Act and any officer or member of the managerial staff was not held to be workmen within the description of word 'workman' and as such not within the expression in consequence. The specific cases of Accountants, Cashiers, Assistant Managers, Supervisors were next decided by the Labour Appellate Tribunal in the cases (1) Bharat Bank Ltd., Vs. Certain Ex-Employees reported in Vol. II, 1952, Labour Law Journal, page 420, (2) Punjab National Bank Vs. Certain Employees, reported in Vol. II, 1952, Labour Law Journal, page 648, (3) Punjab National Bank Vs. Certain Employees reported in Vol. I, 1953, Labour Law Journal, page 368 read with the remand order, published in Labour Appeal Cases, 1952, page 529 in the case of Shri Jaswant Singh Alim and Shri S. P. Nanda and it was held that Head Cashiers, Accountants and Assistant Managers are workmen. Furthermore in a recent case reported in the Labour Law Journal March 1953 page 344 in the matter of Janardana Mills Ltd. and certain workmen, the Madras Bench of the Labour Appellate Tribunal considered the question once again in the case of an employee designated as office Superintendent and came to the conclusion that although he was looking into the correspondence and attending to letters and was preparing invoices and bills, his

designation would not make him an officer with supervisory duties and that he was really a head clerk under the supervision of some others. In this case the Labour Appellate Tribunal pointed out at page 349 as follows:

"That to be an officer the employee must occupy a position of command and direction and should be authorised to act without the sanction of the manager or other superiors. The fact that he holds a position of responsibility or has supervisory duties to perform would not take him out of the category of workmen when his position is not that of command and direction. This view is based on the observations of Mr. Justice Bind Basini Prasad made in the report of the conciliation board which was published in the year 1949, where he observed:

As a general principle—the nature of the work done by an employee and the degree of his responsibility determine whether he is a clerk or an officer. His designation does not matter."

There are several other decisions of the Labour Appellate Tribunal as well as of State adjudicators before whom the definition of workman was agitated but these cases do not relate to Banking Companies or clerical staff in a commercial concern and deal with a foreman, a tailor, chemist, draughtsman, mistries and overseers, etc. and as such are not in point. Regarding Inspectors of Banks the only legal precedents are that of Shri S. S. Shetty and Shri Sally, Inspectors of Bharat Bank Ltd. These cases were decided by this Tribunal under Reference No. LR2(273), dated 21st February, 1950 in Delhi Bank Disputes award (published in the *Gazette of India*, Part II, Section 3—30th December 1950), and both were held 'workmen'. The Bank preferred appeal against the award in both cases but in the appeal against Shri R. L. Sally, the parties compromised and the appeal was not pressed. The same was dismissed. In the case of Shri Shetty, who was an Inspector of the Bank raised two points of law viz., (1) whether an Inspector was a workman or an officer and (2) if an officer whether his case can be taken up under the Industrial Disputes Act simply because the Union of workmen had taken up his cause. Their lordships found that in view of the first point viz., that he was a workman the second question did not arise, and found the first part in favour of Mr. Sethi. The operative part of the judgment of their lordships of the Calcutta Bench is reproduced because it has direct bearing on the question:

1952—Vol. II Labour Law Journal, p. 479-480:

"The tribunal found that his duty was to inspect and to submit reports, presumably to the head office, and so he was a workman. Before the tribunal, the bank attempted to support his discharge on the basis of several reports received against him. It was, however, admitted by the bank's representative that no charge-sheet was given to him nor was any opportunity afforded to him to submit his explanation on the reports that the bank had received against him. In those circumstances, his discharge cannot be supported on the merits.

The main point, therefore, is whether he can be regarded as a workman. Mr. Justice Bind Basini Prasad as chairman of the conciliation board in his award, dated 17 February 1949 which was enforced by the U.P. Government by G.O. No. 1912(ST)/XVIII/42(ST)-48, dated 13 April 1949, held that an employee of a bank could be regarded as an officer if he had power of direction and control. The tribunal also expressed the view that the test is whether the person concerned was in a position to command, to issue orders, and to exercise management functions to the extent he is empowered. We agree with the views mentioned above, and on the facts of this case, we cannot interfere with the findings of the Tribunal that Sri Setty was a workman. The result is that the appeal against Setty is dismissed but without costs."

There is no other case which has been cited or has come in my notice pertaining to the Inspectors of Banks and the point could have been resolved on the authority of the Labour Appellate Tribunal decision that an Inspector is a workman but it was deemed necessary to go into the particular merits of this case apart from considering the background of the legal aspect as to who is a workman in Banking Companies, and whether an inspector in a Bank falls within the ambit of the definition of workman.

Now the evidence adduced as said above comprises of documentary as well as oral. To begin with the documentary evidence adduced on this legal aspect of the objection, Shri Bhatia, the General Secretary of the Punjab National Bank Employees Union, Punjab, arguing on behalf of Shri Girdhar referred mainly to Ex. H (a circular dated 29th December 1945 containing directions to Inspectors for their guidance); Ex. J—General Instructions for Inspectors and Assistant Inspectors in the matter

of inspection of branches; Ex. K—a specimen copy of the inspection report for branches and Ex. M—a letter sent by the Superintendent, Inspection and Complaints Shri Talwar to the Manager, Muzaffarpur Mandi branch stating therein that Shri Girdhar was authorised to inspect his branch and that he should afford him every facility and co-operation in the matter of inspection. The other Exs. N, O and P are copies of circulars wherein more directions were given to the Inspectors in the matter of inspection. Shri Bhatia on the strength of the aforesaid documents contended that the duty of Shri Girdhar as Inspector was to go and report as to what he had actually seen and put down his observations and remarks within the four corners of the specimen copy of report and that he had no authority either to direct or control the employees of the Branch under inspection. The argument precisely was that he was not associated with management and was only called upon to report actual affairs prevailing in the branch and it was for the Inspection Department to agree or to differ with him and issue directions on the basis of the report. Particular reference was made to last paragraph of Ex. H, at page 2 wherein it is stated that in case the Inspector observes anything serious he should report confidentially and previous permission was needed for action. Reliance was also placed at page 5—General—wherein it was stated that reports should contain suggestions. Shri Bhatia maintained that the scope of the work of the Inspector was to point out deviations and the final action was with the head office and the Inspector could not issue any orders. Reference was also made to para. 2 of Ex. J and it was argued that the Inspector was not authorised to go out for any regular or surprise visits and if he had to make inspection to any branch he was deputed by the Superintendent, Inspection and Complaints as evidenced from Ex. M; a letter dated 5th February 1951. It was emphasised that the directions laid down in Ex. 23 filed by the Bank side regarding the recovery of any money or the rectification of any mistake were to be given by the Manager; and in point of fact the Inspector had to explain the position of the branch he was asked to inspect and he could not take any action. His duty only was to submit his report to the management through the Superintendent, Inspection and Complaints. Regarding Ex. 9 filed by the other side it was pointed out that the words 'suggestions and recommendations' were mentioned therein and the Inspector had no power to take any action against any member of the staff. The programme of the Inspectors was also chalked out by the Superintendent Inspection and Complaints as borne out from Ex. Q and his work was only of the type of audit and as such a clerical one. Shri Bhatia while adverting to Ex. 5 wherein the duties of Inspectors are detailed vehemently contended that Ex. 5 was prepared by the Bank office and that it was not based on one document and furthermore these duties were never communicated to Shri Girdhar as deposed by him on oath. Finally it was submitted that Shri Girdhar was working single handed and had no clerk under him and had no power to grant leave to anybody much less to suspend or dismiss anyone. He had no staff of his own and his only work was to go to the branches under the direction of the Superintendent, Inspection and Complaints and submit his reports.

On the other hand Shri A. S. Puri, Bank representative submitted that the Inspectors of the Punjab National Bank are associated with the management and in the course of their inspection they always satisfy themselves on various matters which form the subject of inspection and thereby they recommend and the head office acts upon the recommendations. Mr. Puri argued that the recommendations and suggestions of the Inspectors are always carried out by the Inspection Superintendent and proceeded to observe that Inspection Department works as clerical office and carries out the recommendations of the Inspector. It was next urged that the actual report (Ex. 9) sent by Shri Girdhar on the inspection of Rohtak Branch should form the proper basis for the determination of the duties and responsibilities of an Inspector; and on this respect Shri Puri made a particular reference to page 5 of this report (Ex. 9) and exemplified the words "I am satisfied". It was emphasised that Inspectors had to exercise discretion and come to a certain decision, otherwise the words 'I am satisfied' should not have been used. It was maintained that when the Inspector was satisfied the head office was also satisfied and as such Shri Girdhar as an Inspector had the controlling and directional powers which he had to exercise before submitting his report. It was further argued that Shri Girdhar used to submit confidential reports regarding staff of the branches discussing their work and conduct and actually got some of the irregularities rectified on the spot. Reliance was placed on various clauses of Exs. J and H filed by the other side and particular reference was made to clause 12 (Ex. J) at page 7 and it was argued that the Inspectors had to discuss points of policy with the local directors as admitted by Shri Girdhar in his statement also. Referring to Ex. 5 wherein the duties of the Inspectors are stated it was explained that Ex. 5 was prepared no doubt by the office but the same was done in the spirit of the previous directions and a copy of the same had already been filed with the All India Industrial Tribunal (Bank Disputes), Bombay. Reference was also made to power of attorney which was given to Shri Girdhar but at the same time it was admitted that he had no occasion to exercise



those powers given in the power of attorney. Finally it was urged that an Inspector by his status and position supervises the work of Manager and Sub Manager in branches who were admittedly officers and to all intents and purposes was an officer.

In regard to the oral evidence both sides as said above examined one witness. Shri Girdhar came into the witness box as his own witness and made a detailed statement and the Inspection Supdt. Shri Madhok was examined on behalf of the Bank to explain other side of the picture. Both these statements are detailed ones touching almost all the duties but both have stressed and tried to further their respective view point. Shri Girdhar in his lengthy statement presents himself as an audit clerk and confines his duties to submit a report to the Superintendent, Inspection Department who may take action as he may deem fit. An operative portion from his statement is reproduced as under for the purpose of elucidation.

"The directions given in Ex. 23 page 12 under head Staff Working Hours clause 4 are correctly stated. In case of difference of opinion the Manager's point of view and the opinion of the Inspector are to be submitted to the Superintendent Inspection Department as part of the Inspection Report. The Inspector has to pass on facts to the Inspection Department who may within their discretion or under instruction of the higher authority take whatever action considered necessary. The Inspector has to audit the branch and pass on his observations to the head office and it is for them to give any direction to the branch to set the irregularities pointed out in order. The Inspector has no authority to direct the branch in any manner whatsoever. The extracts of figures with regard to the progress of the branch are prepared by the Inspection Department and placed before the General Manager through the Secretary. On the basis of the information furnished to the Inspector and in completion of the charts given in the Inspection Report, the Inspector has to compare the progress of the branch and in discussion with the Manager has to incorporate his suggestions for improvement also. As for the irregularities of routine and procedure the Inspection Department calls for remarks and removal of the irregularities with regard to the progress of the branch so far the business is concerned as for deposits, profits, loans and advances, the District Manager, the Secretary and the General Manager are the authorities to give directions, whatever deemed necessary. Referring to Ex. 5 shown to me now and which I have gone through my statement is that certain things have been included in this sheet of duties which do not constitute authority or directional powers to the Inspector. This duty chart (Ex. 5) was never given to me and about these I say that as for para. 1 the Inspector is to work under the direction of the Superintendent Inspection Department. As for para. 2 he performs his duties in accordance with the inspection report and directions thereto (Ex. K and 23). As for para. 3 the authority to get the account adjusted or secured does not rest in the Inspector. As for para. 4, certain irregularities observed by the Inspector and brought to the notice of the Manager if put in order till the Inspector leaves the branch, may not form part of the Inspection Report. As regards para. 5, the Inspector may give his opinion as a result of examination of personal records of staff and his observations of his working of each individual member of the staff during his stay at the branch. As for para. 6 the Inspector has to give his observations and opinion with regard to the progress of the branch. As regards para. 7 the Inspector has no authority whatsoever to recommend awards or punishment to the staff. He has only to give his opinion. As for para. 8 he has to conform to the inspection report and to state whether or not certain safeguards and statutory obligations are being observed by the branch. As for para. 9 the Inspector in a particular complaint of a severe nature and particularly vested with powers to enquire into the complaints may give his opinion as to the persons responsible for causing the complaint, for necessary action by the Head Office authorities. An Inspector cannot suspend any officer, clerk or any member of the staff, and I have not come across any authority vested in the Inspector to that extent."

In cross-examination he however, admitted that it was his duty to bring into the notice of the Manager while inspecting the bills of collection, the irregularities that he had found and to see also in the course of checking all demand draft receivable. The Inspector was also to see that when any difference was found the adjustment vouchers were passed by the branch and books were tallied. Shri Puri the Bank representative, on the strength of these admissions strenuously contended that the Inspection was in a position to get the adjustment made on the spot and this amounted to direction. Shri R. L. Madhok (EW-1) brought on the record the documents relied upon by the Bank side Ex. 1 to Ex. 23 and deposed that the duties and

responsibilities of Shri Girdhar were of directional and controlling nature. In cross-examination this witness admitted that the duties of the Inspectors are fixed by the head office and so far the duties in Ex. 5 relating to Inspectors are concerned, the same were ordered by the head of the department, i.e., Superintendent, Inspection and Complaints

Now on the appraisal of the oral evidence as well as documentary evidence it is significant to note that Shri Girdhar had no staff of his own. He was a part of the Inspection Department which was in the charge of Shri Rawla, Superintendent, Inspection and Complaints. His duty was to be allocated by the Superintendent and instructions issued to the branch Manager to co-operate with him by giving him facilities of checking as evidenced from Ex. M. His inspection was also confined within the four corners of the specimen copy of the report. In case of emergency and while going beyond those specified items, of course, he could make confidential report. The question arises as to whether within these duties he was controlling the branch and was in a position to issue direction to Managers as it was sought to argue by the Bank representative. The two words 'control' and 'direction' have been used in various provisions of law, but these have not been defined under legal phrasology. And unless the context or any express definition necessitates otherwise; in ordinary dictionary meaning, the expression 'control' is used to represent something different from occupation by virtue of certain circumstances or delegated authority. If one is in a position to exercise the effective control in dealing penalty it would amount to a controlling power. But merely pointing out a certain defect which if not rectified is to be punished by somebody else would not amount to controlling power. A power to control necessarily includes a power to prohibit. One way of controlling is to issue an order whose disobedience shall be visited with punishment. Judged in this perspective I have no hesitation in finding that Shri Girdhar as an Inspector of the Bank exercised no such power. He had the power to point out certain defects and irregularities in the course of inspection in a loose sense but the control and actual direction of the nature of command, to punish or to take action according to the evidence lay with the Superintendent or still higher authority, the District Manager or the Head Office. Shri Girdhar as said above was one of the members of the staff of the Inspection and Complaints Department and as such was a mere appendix to that functionary. Similarly, the word 'direction' has its own peculiar significance. It has not been defined anywhere but the dictionary meaning exactly means the act of governing, administration, management, superintendence, an order or behest. The director accordingly is one who directs, one who superintends, manage the affairs of a company or concern. Both the words 'direct and control' connote governance and administration and are manifestly connected with managerial function. The duty of Shri Girdhar was to check the working of branches and report in favour or against the Manager or Sub Manager, but his function was one of recommendatory nature in the form of suggestion and not that of controlling the work of the branch which is the function of the Manager or the Sub Manager to the extent of the powers vested in them. The Sub Manager incharge of a Sub Branch has to perform managerial function to its limited extent by granting leave to the subordinate staff, passing final orders, punishing offenders so on and so forth. But an Inspector in a Bank although audits and checks the work of a branch cannot be said to be associated with management.

It is a different matter that one who has to inspect has to make investigation into all matters relating to the branch but it would be quite different if he was himself authorised to dispose of a certain matter in case the Manager did not agree. It is in evidence that in case the Manager did not agree the matter was to be referred to the higher authority. It follows that if any irregularity was to be rectified and a new voucher was to be prepared to adjust the difference pointed out, it was with agreement so that the number of irregularities and defects found in checking should not increase and the report should be only on points which could not be adjusted on the spot. To my mind this procedure does not amount to direction. The same was rather in the interest of the branch which was to be inspected that some defects were removed on the spot. Those defects naturally would not go into the reports. The report by itself as evidenced from Ex. 9 was a compendium of suggestions and recommendations and action was to be taken by the Superintendent, Inspection and Complaints, or the District Manager, i.e., some person in position of command and direction. Analogy of this nature of work is not wanting and when one looks into the working of the audit department, police investigation by Head Constables and the inspecting staff of various departments it appears that the duties and responsibilities of Shri Girdhar as an Inspector related only to the extent that he had to submit report for any action to be taken by the officer viz., Superintendent of the Inspection and Complaints or the District Manager. The stand taken up by Shri Puri on behalf of the Bank, viz., that Inspection Department was only to carry out the recommendations of the Inspector and was working more or less as an office to execute the recommendations of the Inspector is untenable and makes the position of the Superintendent who deposes an Inspector ridiculous and cannot be accepted.

An Inspector was one of the members of the staff of Inspection Department and the only other approach to the question would be that an Inspector was a junior officer and a Superintendent was a Senior Officer. This again is not established from the evidence nor it was so urged. Shri Girdhar had no clerk with him and had no power to punish anybody and in the absence of any evidence that the duties of the Superintendent and that of the Inspector were distributed as junior or senior officers, that aspect also does not support the Bank's view point. At best certain power was delegated to him by the Superintendent and as the delegation does not make anyone an officer Shri Girdhar was not an officer. A Bench Clerk may issue direction to the parties by the order of the presiding officer but action must be taken under the signature of the officer and not by any clerk who performs the checking work of a subordinate office. His work actually is one of clerical nature and what appears to me in the case of Inspectors of Bank and that of Shri Girdhar is that this clerical work is of a skilled nature which is acquired with some training for the purpose of checking various type of work done in offices or in branches. I am, therefore, of the opinion that both on facts and in the light of previous findings given in the case of Shri S. S. Shetty and approved by Labour Appellate Tribunal in appeal decision; Shri Girdhar's position was in no way better than an Accountant who also at times supervises the work of others to a certain extent but is not in a position to exercise directional or controlling powers in the matter of final decisions. I accordingly hold that Shri Girdhar satisfies the definition of workman and was not an officer at the time of discharge. The objection raised by the other side fails and must be repelled.

On merits the facts are short and simple. The case of the petitioner is that his health had deteriorated and he actually fell ill during the course of inspection of Rohtak branch and applied for Casual Leave which was extended for some days. Ultimately on medical advice he asked for sick leave and the same was duly granted. His services were, however, terminated by Bank's letter dated 17th April 1951 (Ex. C) while he was on sick bed and before the expiry of the leave period. It was urged that he was an old employee having joined the Bank's service in 1936 and the termination of his services without assigning any cause and without affording him proper opportunity to explain any charge, was against all principles of equity and natural justice. On the other hand the Bank's version on the merits of the case is that Shri Girdhar on his transfer to Delhi was in no mood to serve the Bank and was anxious to avail of leave due on one pretext or the other in order to enable him to go to Calcutta where he had set up his business. It was further stated that when he applied for sick leave from Rohtak he was asked to go to Delhi and get himself examined by Bank's doctor but he did not comply and left for his home place Bhiwani and submitted a medical certificate of local doctor. The Bank suspected his reports but granted him the leave. The next plea advanced by the Bank side was that Shri Girdhar on his transfer from Calcutta to Delhi was not prepared to vacate the residential premises supplied to him at Calcutta for his stay and despite warning and clear notice that disciplinary action would be taken against him in case of default he did not vacate the Bank quarter and was found not amenable to discipline. The management accordingly dispensed with his services.

Both sides supported their respective pleas by documentary as well as oral evidence. The Union side relied mostly on the sworn testimony of Shri Girdhar and also on some of the documents produced by the other side with regard to leave and the correspondence relating to the Bank quarter. The Bank brought on the record the leave applications dated 21st February 1951 (Ex. 32), dated 26th February 1951 (Ex. 33), dated 28th February 1951 (Ex. 34) and dated 4th March 1951 (Ex. 35) along with a copy of the leave rules Ex. 29. Ex. 35 is a letter dated 4th March 1951 sent by Shri Girdhar to the Superintendent, Inspection and Complaints Department, wherein he explained his previous applications for leave and asked for the adjustment of the leave arrangement in the light of the leave rules and the latest position with regard to Casual leave, privilege leave and sick leave due to him. This letter was replied by the Bank's letter dated 5th April 1951 (Ex. 36) and the leave position of Shri Girdhar was fully explained and it was pointed out to Shri Girdhar that the Bank was in doubt that he had attended office on 24th and 28th February 1951 as stated by him in his letter and called upon him to explain as to why disciplinary action should not be taken against him for the mis-statement of facts. In regard to the leave the Bank stated as follows:

Ex. 36: "Accordingly, you have been treated on privilege leave from 22nd February 1951 to 1st March 1951 and on 2 months sick leave from 2nd March 1951 to 30th April 1951 (as casual leave cannot be combined with sick leave or privilege leave) on half pay."

It appears that Shri Girdhar did not submit his explanation in reply to the letter dated 5th April 1951 earlier than 19th April 1951 (Ex. F) wherein he stated as below:

Ex. F: "I cannot say how far the Manager and staff of B/O Rohtak can bear testimony to the fact of my attendance on 24th and 28th February 1951

as it will be a reference to unconcerned memory and not to anything on record. My attendance of office on 3rd March 1951 (on which date I delivered the Appendices to the Manager, B/O Rohtak) I do not think, is disputable on any grounds whatsoever."

Shri Girdhar in his statement as his own witness also explained this charge in the following words:

"On 24th February, 1951 which was a Saturday I felt little better and although I had applied for leave for that day too I attended the office (Rohtak Branch) but this stood upon my health and I was advised to take rest for one week, by the same doctor and I applied for leave accordingly with effect from 25th February 1951 to 3rd March 1951. With a view to have another medical opinion about my health I attended the Civil Hospital, Rohtak. The Assistant Surgeon examined me got my urine and blood tested and declared that I was suffering from blood pressure. Not satisfied with his diagnosis I approached the Civil Surgeon Rohtak to examine me. He too confirmed that I was suffering from blood pressure and I needed physical and mental rest for two months. I produced the outdoor ticket, Rohtak dispensary, in this respect (Ex. BB). In my anxiety to complete the inspection of Rohtak branch I attended the Rohtak office on 28th February, 1951 and again on 3rd March 1951, and delivered the appendices to the Manager."

In cross examination he further deposed as under—

"I did not inform the Superintendent while attending office on 24th and 28th February that I have resumed duty despite my application for leave. On the day I was proceeding to Bhiwani from Rohtak as advised by doctor to take rest I did receive a letter from Inspection Department informing me that I should get myself examined by the Bank's doctor at Delhi but because Bhiwani was nearer and my brothers are medical men I proceeded to Bhiwani and I informed the Bank accordingly. I went by bus. It is about 30 miles. Despite my illness I did not send for my family from Calcutta and I was staying at Bhiwani with my brothers."

Now as stated above Shri Girdhar submitted his explanation by letter dated 19th April 1951 (Ex. F) but the Bank terminated his services by head office letter dated 17th April 1951 (Ex. C). The reason assigned was that in terms of clause 4(b) of agreement of service dated 8th December 1949 the Bank had dispensed with his services from 1st May 1951 and that a cheque for Rs. 445 on account of one month's substantive salary in lieu of notice was enclosed. It was also stated in this letter (Ex. C) that Shri Girdhar did not vacate the Bank's quarter occupied by his family at Calcutta in spite of repeated instructions issued by the Bank authorities after his transfer from Calcutta and now that his services had been dispensed with the question of the payment of his security in terms of the service agreement shall be made on the fulfilment of his obligation to vacate the said house occupied by his family at Calcutta. Now in regard to the conduct of Shri Girdhar in not vacating the Bank quarter at Calcutta, Ex. AA-1 clinches the matter inasmuch as the Superintendent, Inspection and Complaints in this letter dated 31st October 1951 in reply to the request of Shri Girdhar dated 30th October 1951 (Ex. AA) asked the Manager, Canning Street, Calcutta, to allow the family of Shri Girdhar to occupy the present residence till such time as his headquarters were fixed. Shri Madhok (EW-1) admits in his deposition that Shri Girdhar's headquarters were not permanently fixed when he came to Delhi and the Bank representative did not dispute that the headquarters of Shri Girdhar were not fixed before his discharge from service. It was, however, contended that he has not still vacated the Bank quarter and is staying even now with his family at Calcutta where he has set up his business. This aspect of the question need not be gone into for the simple reason that the conduct of the petitioner during the course of his service is only to be considered and his subsequent conduct has no bearing on the determination of the issue.

It will be seen from the evidence summarised above that Shri Girdhar was discharged from service not on account of having made any false report about his attendance on 24th and 28th February 1951 for which he was called upon to explain by Ex. 35 but on a different ground as said above and the occupation of the Bank quarter at Calcutta also was not made the ground for discharge exactly and the same was connected with the payment of security. It follows that no proper enquiry was made into the cause nor full opportunity was given to Shri Girdhar to explain before dispensing with his services. The Bank apparently thought that Shri Girdhar was not putting his heart into the work on account of his transfer to Delhi and discharged him from service. This hardly constitutes a sufficient ground for the discharge of

an old employee and leads to irresistible conclusion that the termination of the services of Shri Girdhar was not justified and I hold accordingly.

This brings me to the relief to which Shri Girdhar may be held entitled in view of the findings given above viz., (1) that he was not officer at the time of discharge in purview of the Industrial Disputes Act, and (2) that his termination of service was not justified. In this respect Shri Girdhar admits in his statement that he has set up his business at Calcutta as an optician. He further states that his present avocation is going at a loss and he would therefore like to go back in Bank's service and leave his business which he had set up on account of unemployment. It is also in evidence that Shri Girdhar was not pleased over his transfer from Calcutta, and although the Bank authorities wanted him to vacate the Bank's quarter occupied by his family but he resisted and is still occupying the same. It is not disputed that Shri Girdhar at one time applied for 13 days leave to bring his family from Calcutta when he was at Delhi but he did not bring his family. In cross-examination he further admits that during his illness at Bhiwani for about two months he did not sent for his family and was staying with his brothers. These circumstances to my mind cast shadow on the *bona fides* of Shri Girdhar and it would not be wrong to conclude that during the leave period he had been visiting Calcutta where his family was staying and where according to Bank's version he had already set up a side business. It is a different matter that leave was due to him and the same was granted; and his discharge from service during the period of sick leave was not justified as held above but the aforesaid circumstances appear to be relevant in the exercise of discretion in the matter of relief. I am conscious that any other employment or job after discharge does not come in the way of reinstatement; but I do not think that reinstatement of Shri Girdhar in the service of the Bank as an Inspector would be just and proper particularly in view of the fact that Shri Girdhar would not like to leave Calcutta where he has set up his business. His relations with the Bank moreover are not likely to remain cordial and harmonious if he is allowed to go back to resume his duties. I have, therefore, not been able to persuade myself to allow reinstatement and think that ends of justice would be met by awarding substantial compensation on account of his wrongful discharge from service. Now in regard to the quantum of compensation it is not clear on the record as to when he actually settled down in business at Calcutta. Some of the exhibits however indicate that after discharge from service he was in Calcutta in January 1952. Ex. V filed on his behalf is a letter dated 21st January 1952 which was sent by Shri Charu Charan Basu, Solicitor, 9, Old Post Office Street, Calcutta, to Shri Girdhar on Calcutta address whereby he was called upon to vacate the Bank premises which he had been occupying at that time. In these circumstances, it can be safely presumed that he had set up his business at Calcutta earlier to January 1952. His services were terminated with effect from 1st May 1951 and as such, the intending period, viz., from 1st May 1951 to 31st December 1951, i.e., a period of 8 months may well be taken as an appropriate period of his unemployment. In the result he is held entitled to compensation to the extent of eight months salary plus allowances that he was drawing at the time of discharge. The direction shall be carried out within one month with effect from the date when the award becomes effective.

NOW, THEREFORE, THIS TRIBUNAL MAKES ITS AWARD IN TERMS AFORESAID, THIS THE 10TH DAY OF JULY 1953.

K. S. CAMPBELL-PURI, *Chairman*,

Central Government Industrial Tribunal, Calcutta.

[No. LR-100(42).]

**S.R.O. 1448.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Visakhapatnam, in the industrial dispute between Messrs. Gordon Woodroffe and Company Limited and their workmen regarding rates of wages for handling damaged cargo.

#### BEFORE THE INDUSTRIAL TRIBUNAL

Wednesday, dated 8th July, 1953.

PRESENT—Sri V. N. Dikshitulu, B.A.B.L.,

(Retired District and Sessions Judge). Sole member, Industrial Tribunal.

Industrial Dispute No. 8 of 1953.

(Notification No. LR-2(391) Ministry of Labour dated <sup>(24th April, 1953)</sup>  
<sub>(1st May, 1953)</sub>)

Government of India, New Delhi.

Industrial Dispute between the workmen and the Management of M/S Gordon Woodroffe and Company Limited, regarding handling of damaged cargo.

## AWARD

In exercise of the powers conferred by section 10(1) (c) of the Industrial Disputes Act, 1947 the Central Government referred to this Tribunal for adjudication an Industrial Dispute between the above parties, regarding "rates of wages for handling damaged cargo". On notices being issued to the parties, written statements were filed showing the claims of the workmen and the reply of the management. The real dispute is very short. The Company used to receive tobacco packed in casks or cases by rail. The workmen (Kalasis) had to unload the packages from wagons and stack them in the godowns of the Company. Last year some packages came loaded in open trucks and got wet during transit. Such packages had to be reconditioned in the godowns of the company. Therefore, after the packages were unloaded from the trucks, they were either (I) left on the floor of the godown till reconditioned after which they were stacked; or, (II) if there was not enough space on the floor, (a) the wet packages would be stacked and (b) when repairers arrived, they would be unstacked and placed on the floor for being reconditioned and (c) after they were reconditioned, they would be stacked again. There is no dispute, according to the written statement of the workmen, with regard to wages payable for process I and for the process II(a). The dispute is only about wages payable for the two processes II(b) and II(c) and it is as follows. There have been agreed rates of wages for a process called 'restacking' viz. 4 annas per cask, 2 annas per case and one anna per bale. There have been no expressly agreed rates for the processes II(b) and II(c) for the simple reason that there was no precedent of packages getting wet in transit requiring reconditioning in the godown. The workmen contend that each of the processes II(b) and II(c) resembles restacking and hence wages must be paid as such, that as a matter of fact wages were so paid till October 1952 and that the agent of the Company thereafter refused to so pay and offered to pay only wages at the rates fixed for 'restacking' for the processes II(b) and II(c) put together. The Management contends that separate wages at the rates fixed for "restacking" were never paid for the two processes II(b) and II(c), that always wages fixed for "restacking" paid were for the two processes II(b) and II(c) put together as then and then only the process of restacking is completed and that no change was made in October 1952 and that on the other hand the workmen demanded double wages which was unreasonable and that the fact that there would be some interval between the two processes II(b) and II(c) during which the reconditioning process takes place is irrelevant because the workmen are occupied in other works of the Company which fetches them wages. The workmen deny that the they are fully employed by the Company during the time taken by the processes of reconditioning of the tobacco between II(b) and II(c).

2. Thus the points of difference which have to be decided are (1) whether the Company paid the workmen wages for each of the processes II(b) and II(c) at rates fixed for "restacking" and whether such payment became a condition of employment; (2) whether the Company gives full employment to the workmen during the intervals between the processes II(b) and II(c) so as to justify the management to offer wages at rates fixed for restacking for the processes II(b) and II(c) put together; (3) whether the demand for wages at rates fixed for restacking for each of the processes II(b) and II(c) is reasonable, fair and just and if not what should be the reasonable, just and fair wages.

3. Point 1.—There is oral evidence of two of the Kalasis examined as W.W.1 and W.W. 2 supporting the case of the workmen and evidence of the agent of the Company examined as M.W. 1 denying the version of W.W.s 1 and 2. The Management have produced their wages book which is marked as Ex.M. 1. M.W. 1 relied upon an entry in it dated 5th June 1952 marked as Ex. M. 2 in support of his evidence. It reads as follows:—"60 cases restacked at T4 shed; placed for recondition and restacked after recondition at 0-2-0.....7-8-0". This makes out a case of payment of 0-2-0 per case for the two processes II(b) and II(c) put together viz. placing the cases for reconditioning and then restacking after the cases were reconditioned. The workmen also kept accounts of the work done by them and wages paid. Ex. W. 3 contains the entries for 5th June 1952. The entry corresponding to Ex. M. 2 is as follows:—"lopetlu thirugukamanu 60.....7-8-0". But for the expression "thirugukamanu" which is not explained in the oral evidence, there is no other difference between the two books in this respect. On examination of other entries in Ex.W. 3 I find that the expression "thirugukamanu" is used for restacking without separate descriptions of placing for reconditioning and restacking after reconditioning.

4. There are a large number of entries in Ex. M-1 practically on almost every day recording payment of wages at 0-4-0 per cask or 0-2-0 per case for restacking wet reconditioned tobacco. Each side wants to utilise the language used in these entries in support of its own case. The Management contends that though the full

description as in Ex. M.2 was not written in them, the mere description of the process as restacking of reconditioned wet cases implies that the cases were unstacked and placed for reconditioning and were restacked after reconditioning. The workers contend that the payments recorded in the entries were made only for the process II(c) viz. restacking after the process of reconditioning. Neither contention is acceptable to me and it is not possible to say what actually happened in connection with such entries.

5. There are other entries in Ex. M. 1 which totally support the case of the workmen. At page 43 there is an entry dated 7th June 1952 which runs as follows: "64 cases unstacking and placed for recondition and after recondition restacked at 0-2-0+0-2-0.....16-0-0". Another entry in the same page dated 8th June 1952 reads as follows: "19 cases unstacking and placed for recondition and after recondition the above cases restacked at 0-2-0+0-2-0.....4-12-0". At page 49 there is an entry dated 11th June 1952 which runs as follows: "27 cases wet put for recondition and after recondition and restacked T2 0-2-0+0-2-0 at Rs. 0-4-0.....6-12-0." These entries show that each of the processes II(b) and II(c) was remunerated for by 0-2-0 which is the rate for restacking of cases. At page 46 of Ex. M. 1 there is an entry dated 8th June 1952 which runs as follows: "15 cases wet placed for reconditioning at T4 at 0-2-0.....1-14-0". This shows that process II(b) alone was paid for at 0-2-0 per case. At page 52 of Ex. M. 1 there are 3 consecutive entries dated 12th June 1952 which run as follows: "64 cases damaged placed for reconditioning T2 0-2-0.....8-0-0".

"64 cases wet restacked after reconditioning T2 at 0-2-0.....8-0-0" "44 cases wet placed for reconditioning at 0-2-0.....5-8-0". These entries make it amply clear that each of the processes II(b) and II(c) were separately remunerated for at 0-2-0 per case. There are many more entries in pages 54, 86, 98 and 99 showing payment of 0-2-0 per case and 0-4-0 per cask for the process of placing for reconditioning alone and similar payments for restacking after reconditioning. All these entries fall between 7th June 1952 and 25th July 1952. There are no such entries after 25th July 1952 till 24th September 1952 so far as I could see. At page 171 there is an entry dated 22nd September 1952 in which there is an order saying that 0-4-0 per cask and 0-2-0 per case would be paid for complete process.

6. In this state of oral and documentary evidence, it is impossible to say that wages at rates fixed for restacking were consistently paid by the Company to the Kalasis for each of the two processes II(b) and II(c) till October 1952 as contended by the workmen. The fact appears to me to be that the question of wages for the handling of goods before and after reconditioning was subjected to fluctuating fortunes from time to time. The ordinary meaning of "restacking" is taking packages out of one stack and piling up into another stack as a continuous process. There are agreed rates for this continuous process. But an emergency arose when wet goods arrived necessitating a break in the process of restacking for reconditioning. There were no agreed rates for restacking with such a break. Hence differences of opinion between the parties must have arisen. Ex. M. 2 obviously represents the view point of the Management which must have prevailed at first. The entries at pages 43, 46, 49, 52, 54, 86, 98 and 99 of Ex. M. 1 above referred to show that the view point of the workmen prevailed later, between 7th June 1952 and 25th July 1952 i.e. about 1½ months. M.W. 1 swore that if any extra payments were made, it must be due to mistake. There are no entries till about last week of September 1952 when the direction that 0-4-0 per cask and 0-2-0 per case should be paid for the complete process. Thereafter there are entries showing that for restacking of reconditioned packages wages were paid at 0-4-0 per cask and 0-2-0 per case. Thus what happened resembles the swinging of a pendulum. Therefore I hold that cases of both sides are partly true and partly false. The version of W.W. 2 that each of the processes II(b) and II(c) was paid for at rates fixed for restacking from April 1952 to October 1952 is not fully true. The statement of M.W. 1 that the Kalasis were never so paid and that there are no entries in Ex. M. 1 showing such payment is equally untrue. For some time wages were paid at rates fixed for restacking for each of the processes II(b) and II(c); but, for some time at first and from last week of September 1952 wages were paid at rates fixed for restacking for the two processes II(b) and II(c) put together. Hence it is impossible to say that payment of wages at rates fixed for restacking for each of the two processes II(b) and II(c) by long and continuous practice became a condition of employment of these workmen. Hence a just, fair, and reasonable rate of wages should be now fixed.

7. *Points 2 and 3.*—The contention of the workmen is that if there be no break and interval between the two processes II(b) and II(c) they would not have made the present demands and that the interval for reconditioning extends over anywhere between one to 3 days and the men who took part in process II(b) may

not be present to take part in process II(c) and hence one payment for II(b) and II(c) put together is unjust. The contention of the Management is that the fact that there is a break and interval between the processes II(b) and II(c) does not add to the amount of labour involved and that one combined payment is just, as in the interval the Kalasis are employed by this company itself on other jobs which fetch them money and as they do not merely wait unemployed. It is admitted by W.W. 1 and W.W. 2 that during the intervals they may be employed some times on other jobs of the company but they say that they are not always so employed. Even M.W. 1 cannot say that the Kalasis were otherwise employed always and all the time occupied by reconditioning of packages. He can only say that they were so employed mostly. These Kalasis are piece rate contract workers and are not whole time employees. The company is not bound to give them work or pay every day or all the day. Only when they give work, they pay for it. Hence it cannot be said that the Kalasis do not at all wait between the processes II(b) and II(c). Again even if they are otherwise employed, there can be no guarantee that what they earn by such employment would be equal to their earnings if they completed the process II(c) in continuation of process II(b), as there are different rates of wages for different kinds of packages and for different varieties of handling them. Therefore I am of opinion that on account of the break in the middle of the process of restacking with an interval between the 2 processes II(b) and II(c) which may be anything from one day to 3 days, it is not just for the Management to ask the Kalasis to finish processes II (b) and II(c) for one wage at the rate fixed for the continuous process of restacking. It has to be remembered that the break and interval are introduced for the convenience of the Management viz. to have damaged goods reconditioned and not for any convenience of the workmen. That convenience must have some value and it must take the shape of additional wages. But I am of opinion that the demand of the workers that for each of the processes II(b) and II(c) they should be paid wages at rates fixed for restacking as it would be disproportionate to the labour involved plus time lost. Hence I am of opinion that each of the processes II(b) and II(c) should be remunerated by wages equivalent to  $\frac{2}{3}$  of the rates fixed for restacking. There is no believable evidence as to what is obtaining in other concerns. Hence help by comparison of rates is not available.

8. Under the agreement arrived at by the parties under section 12 of the Industrial Disputes Act 1947 on 6th November 1952 the parties agreed to give retrospective effect to the decision of the Tribunal from 6th November 1952. Hence my award is that the Management should pay to their workmen at the rates fixed by me in the preceding paragraph for all wet packages handled from 6th November 1952 onwards. As each party is found to have gone to extreme lengths in their claims and denials, I award no cost to either party.

(Sd.) V. N. DIKSHITULU,  
(Retired District and Sessions Judge),  
Sole Member, Industrial Tribunal.

VISAKHAPATNAM,

Dated 8th July, 1953.

#### APPENDIX OF EVIDENCE

##### Witnesses Examined

##### For Workers—

1. Sri Polavarapu Durgarao.
2. Sri Ketha Venkataswamy.

##### For Management—

1. Mr. D. A. Fuller.

##### Documents Marked

##### For Workers—

- Ex. W-1 Extract said to have been prepared by W.W-2 from his account books.
- Ex. W-2 Schedule of rates for handling cargo at Vizag port signed by the President of the Union.
- Ex. W-3 Pocket note book of W.W-2 containing the wages received from the Company.
- Ex. W-4 Pocket note book of W.W-2 containing the wages received from the Company.
- Ex. W-5 Pocket note book of W.W-2 containing the wages received from the Company.
- Ex. W-6 Pocket note book of W.W-2 containing the wages received from the Company.



*For Management—*

Ex. M-1 Wages Account book.

Ex. M-2 Dated 5th June 1952 Entry at page 39 in Ex. M-1.

Ex. M-3 Dated 4th June 1952 Entry at page 37 in Ex. M-1.

(Sd.) V. N. DIKSHITULU,

(Retired District and Sessions Judge),  
Sole Member, Industrial Tribunal.

VISAKHAPATNAM,

Dated 8th July, 1953.

[No. LR-2(391).]

*New Delhi the 20th July 1953*

**S.R.O. 1449.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under Section 33-A of the said Act from Shri Hari Sadhan Sen Gupta, an employee of the West Bokaro Colliery, Ghatotand.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD**

APPLICATION No. 50 of 1953.

(arising out of Reference No. 6 of 1952)

In the matter of an application U/S 33A of Industrial Disputes Act 1947

**PRESENT:**Shri L. P. Dave, B.A.L.L.B., *Chairman.***PARTIES:**Hari Sadhan Sen Gupta, Oil Issue Clerk, West Bokaro Colliery—*Applicant.*  
*Vs.*West Bokaro Colliery, Managing Agents, M/s. Anderson Wright & Co.—  
*Opposite Party.***APPEARANCES:**Shri Hari Sadhan Sen Gupta, Oil issue Clerk, West Bokaro Colliery, P.O. Ghatotand, Dist. Hazaribagh—*For the Applicant.*Shri Khusheshwar, Manager, West Bokaro Colliery, P.O. Ghatotand, Dist. Hazaribagh—*For the Opposite party.***AWARD**

This is an application under section 33A of the Industrial Disputes Act 1947.

2. The applicant filed the present application, alleging that during the pendency of Reference 6 of 1952, he was dismissed on 20th February 1953 by the Management of West Bokaro Colliery without seeking the permission of this Tribunal. He therefore requested that proper orders should be passed in the present case.

3. The opposite party contended *inter alia* that the applicant was found giving one sealed four-gallon tin of kerosene to one Bir Bahadur; that the Management believed that the applicant had stolen this kerosene tin from their stores and therefore they terminated his services.

4. At the hearing before me, the applicant gave an application stating that he wanted to withdraw this application, as there has been an amicable settlement with the opposite party. Under the terms of this compromise, the applicant is to be reinstated in service with effect from 6th July 1953 as stores clerk and the applicant is not to claim anything for back wages for the period during which he remained out of employment on account of company's orders of dismissal. He has also agreed to forego any other claim of any nature whatsoever against the Management arising out of the order of dismissal. In view of the applicant having entered into a compromise with the opposite party, and in view of his withdrawing his application, no order remains to be passed on this application. The application is allowed to be withdrawn and I pass my award accordingly.

L. P. DAVE, *Chairman.*

Central Government's Industrial Tribunal, Dhanbad.

The 9th July, 1953.

[No. LR-2(365)I.]

**S.R.O. 1450.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under Section 33A of the said Act from Shri Habib Khan and Shri Bachan Singh, machine drivers employed in the Digwadih Colliery.

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 59 of 1953.

(arising out of Reference No. 34 of 1951 and Reference No. 6 of 1952).

In the matter of an application u/s 33A of Industrial Disputes Act 1947.

**PRESENT:**

Shri L. P. Dave, B.A. LL.B., *Chairman.*

**PARTIES:**

1. Habib Khan, Machine Driver, Digwadih Colliery, P.O. Jealgora, Manbhum Dist;
2. Bachan Singh, Machine Driver, Digwadih Colliery, P.O. Jealgora, Manbhum Dist.—*Applicants.*

*Vs.*

Messrs. Tata Iron & Steel Co. Ltd., Jamadoba, P.O. Jealgora, Manbhum—*Opposite Party.*

**APPEARANCES:**

Shri B. N. Sharma, General Secretary, Tata Collieries Labour Association, Jamadoba, P.O. Jealgora, Manbhum—*For the Applicants.*

Shri S. S. Mukherjea, Pleader, and Shri D. Narsingh, Chief Personnel Officer, M/s. Tata Iron & Steel Co. Ltd., Jamadoba, P.O. Jealgora, Manbhum—*For the Opposite Party.*

### AWARD

This is an application under Section 33A of the Industrial Disputes Act 1947.

2. The applicants contended that they were working as coal cutting machine drivers on daily wages of Rs. 2 under the supervision of one Mohd. Bashir; that the said Mohd. Bashir had been harassing the applicants and others; that the applicants and others complained to the Management about this; that the Management agreed to take up the applicants under their direct employment but later on they refused to do so; that ultimately on 24th April 1953 the Manager of the Digwadih Colliery (where the applicants were working) informed them that the Management had decided to take them in their employment as machine coolies; that no reasons were given for this; that this order was passed during the pendency of Reference No. 34 of 1951 and Reference No. 6 of 1952, to which the management and their workmen are parties and hence the present application.

3. The opposite party contended that the applicants were originally working under them as machine coolies; that the work of machine driving was given on contract to one Baharshaw and the applicants volunteered to work under the said contractor as machine drivers; that thereafter the applicants were working under him and were paid for by the said contractor; that later on the opposite party decided to re-employ the applicants but as at that time a coal cutting machine was in repairs, the applicants were employed to help in the repair work as machine coolies instead of being paid for forced idleness and were later on (when the machine was repaired) appointed as machine drivers from 25th May 1953.

4. The applicants' grievance was that they had been demoted to the post of machine coolies as from 24th April 1953 though they were working as machine drivers before this. The Management stated that the applicants were temporarily appointed to work as machine coolies because one of their machines was under repairs and as soon as the machine was repaired, the applicants were appointed as machine drivers from 25th May 1953. Mr. Sharma who appeared for the applicants admitted that the applicants were appointed as machine drivers with effect from 26th May 1953. He however stated that they were not paid Rs. 2 per day. Shri Mukherjea who appeared on behalf of the opposite party, gave a statement that the applicants were already appointed as machine drivers on a daily rated basis and that their daily wages were fixed at Rs. 2 per day from 26th May 1953 and he also undertook to pay the applicants at this rate wherever it is found that they were paid at a lower rate after this. In view of this undertaking of Shri Mukherjea appearing for the opposite party, Shri Sharma for the applicants withdrew this application.

The result is that no order is necessary on this application and I pass my award accordingly.

L. P. DAVE, *Chairman*,  
Central Government's Industrial Tribunal, Dhanbad

The 9th July, 1953.

[No. LR-2(365).]

**S.R.O. 1451.**—In pursuance of section 17 of the Industrial Disputes Act 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the Punjab National Bank Ltd., and its workmen.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA**  
20/1, Gurusaday Road, Ballygunge, Calcutta-19.

**PRESENT:**

Shri K. S. Campbell-Puri, B.A., LL.B., *Chairman*.

REFERENCE No. 16 of 1952.

BETWEEN

The Punjab National Bank Ltd.,

AND

Their workmen.

(Re: Shri Bhagat Ram and Shri Om Prakash Aggarwal)

**APPEARANCES:**

Shri Bhagat Ram in person.

Shri Om Prakash Aggarwal in person.

Shri P. R. Bhatia, Deputy General Secretary, Punjab National Bank Employees Union—for the workmen.

Shri A. S. Puri, Assistant Secretary (Staff)—for the Bank.

**AWARD**

By Notification No. LR-90(107), dated 19th May 1952 the Central Government in the Ministry of Labour referred an industrial dispute between the employers in relation to the Punjab National Bank Limited and their workmen for adjudication to this Tribunal in respect of the matters specified in the schedule which is reproduced as below:

**SCHEDULE**

- (1) Wrongful dismissal of Shri Bhagat Ram and Shri Om Prakash Aggarwal and their reinstatement.
- (2) In the event of any order for reinstatement, payment of wages and other allowances from the date of dismissal to the date of reinstatement.

Usual notices were issued to the parties and on the completion of the pleadings the case came up for hearing in due course on the 18th June and the proceedings continued till 23rd June 1953.

In the case of Shri Bhagat Ram the parties came to an amicable settlement as per agreement Ex. A/1. Their statements were recorded in ratification of the agreement and the same is reproduced *ad verbatim* and award made in terms of the aforesaid agreement. A copy of the statements of parties are also appended in Appendix (A).

Ex. A/1:

**"BEFORE THE CHAIRMAN, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT CALCUTTA (CAMP, SIMLA).**

REFERENCE No. 16 of 1952.

In the matter of Wrongful Dismissal of Shri Bhagat Ram.

**PARTIES:**

The Punjab National Bank Ltd., H.O., 8, Underhill Road, Civil Lines, Delhi.

AND

Their Workmen represented by the Punjab National Bank Employees Union  
(Punjab) Registered, H.O. Jullunder City.

May it Please Your Lordship,

We, the parties to the dispute referred to above have mutually agreed as under—

1. The Punjab National Bank Ltd. shall reinstate Shri Bhagat Ram, peon, in the service of the Bank.
2. Shri Bhagat Ram shall draw emoluments at the rate he was paid immediately before his dismissal.
3. His scale of pay and rate of allowances shall be those applicable to him immediately before his dismissal unless otherwise provided by any award.
4. He shall be allowed two months emoluments at the above rate, on account of compensation for the period of his non-employment.
5. The intervening period shall not be treated as a break in his service; it shall be treated as leave without pay.
6. He shall be posted in any of the branches in the Punjab, preferably in or near Jullundur.

It is prayed that this may please be awarded accordingly.

(Sd.) A. S. PURI, Assistant Secretary, (Staff).  
The Punjab National Bank Ltd.

(Sd.) P. R. BHATIA, General Secretary,  
The Punjab National Bank Employees Union  
(Punjab) Registered.

SIMLA,

The 19th June, 1953."

*Om Prakash Aggarwal.*—Shri Aggarwal was an old employee having joined the Bank's service in the year 1940 as probationer. He rose to the cadre of senior grade clerk and officiated as Accountant Incharge of some Pay Offices. At the time of discharge from service he was working as Accountant Incharge Una Pay Office. The sequence of events which led to the termination of his services relates to the general strike of the Punjab National Bank employees throughout India in the month of April 1951 and the Employees Union on behalf of the petitioner maintains that Una branch did not join the strike as the petitioner exerted his influence with the staff and dissuaded them from participating in the strike. The staff however went on strike on 3rd May 1951 but the petitioner still continued working and did not join the strike. Notwithstanding of his good work and anti-strike attitude he was charge-sheeted by the Manager, Main Office, Hoshiarpur and called upon to explain as to why little work was done in between 24th April and 28th April 1951 and at the same time he was suspended from service. The petitioner explained the whole position but the management without making any further enquiry or affording any opportunity to the petitioner of adducing evidence in refutation of charge terminated his services. The Union's case put briefly is that due to strike prevailing throughout Punjab and several other States, the work was virtually at a stand-still and the Una Pay Office was also affected but the management arbitrarily terminated the services of Shri Aggarwal on the plea that he was responsible for stopping the work in the Pay Office with effect from 24th to 28th April 1951. It was urged that the discharge order was capricious and opposed to the basic principles of law as well as natural justice.

The Bank representative at the outset raised a preliminary objection that the petitioner was an officer at the time of discharge inasmuch as he was incharge of Una Pay Office and had all the directional and controlling powers. It was urged that in view of the duties performed by him he did not fall within the ambit of the definition of workman and the Tribunal has no jurisdiction to proceed in the matter. On merits it was admitted that the petitioner was an old employee and had risen to the cadre of Senior Clerk by dint of good work and was working as Accountant Incharge at the time of discharge. It was however contended that the petitioner Shri Aggarwal stopped the Bank work from 24th to 28th April 1951 in sympathy with the strikers and thus actually remained on strike. It was further submitted that the parent Branch Manager, Hoshiarpur, paid a visit to Una Pay Office on 30th April 1951 and called upon the petitioner to explain the position as to why no work was done for some days and why the customers were not attended to although the staff remained present at the premises.

It will be seen from the synopsis of the two different versions given above that the staff of Una Pay Office continued attending the office on the aforesaid dates viz. 24th to 28th April 1951 but not much work was done. The plea of the Union

is that on account of strike in other branches no work was forthcoming and whatever was received the same was handled as borne out from Ex. G. On the other hand the plea advanced by the Bank was that the staff actually remained on strike and the customers were not attended when they approached for certain withdrawals and as such the conduct of the petitioner who was Incharge of the Branch amounted to misconduct and that the petitioner was dismissed after having been given an opportunity to explain because the Employers could not confide in him so far the working of the Pay Office was concerned. Both sides adduced documentary as well as oral evidence in support of the respective pleas but before dilating on the same it is necessary to dispose of the preliminary objection which touches the very jurisdiction of the Tribunal. In this connection the stand taken up by the Bank is that although Shri Aggarwal was working at a pay office associated with the parent Branch of Hoshiarpur yet he was incharge of that office and had controlling and directional powers to run the office inasmuch as he was Incharge of cash jointly with the Cashier and also held the charge of jewellery and used to pass payment of all cheques and recommend loans and advances. Reliance was mainly placed on the statement of Shri Sardari Lal Thapar, the then Manager of parent Branch Hoshiarpur. The relative portion of his statement referred to in the course of arguments is reproduced for facility of Reference as below:

"I was Manager of Hoshiarpur Branch at the time of the strike on and after April 1951. Shri Om Prakash Aggarwal was the Accountant Incharge of Una Pay Office. At Branches Manager holds charge of cash jointly with the head cashier. At the pay offices the Accountant Incharge holds cash jointly with the cashier. In branches the Accountants do not hold charge of cash jointly with the Cashier. The Jewellery was also in charge of the Accountant Incharge Shri Aggarwal and the Cashier Shri Shivanandan, at the Pay Office. The Accountants in the branches have no power to send loan proposals to the head office and it is the Manager who does so. At Pay Office the loan proposals are made by the Accountant Incharge. The Accountant Incharge also signs the certificate having verified the assets of the borrowers. It is the Manager in the case of branches who does so. The sanction of the Reserve Bank is necessary for the opening of a Branch. It is also necessary in the case of opening of Pay Office or Sub Pay Office. Una is also mentioned in the number of branches in the Punjab National Bank. The information furnished to the Reserve Bank in obtaining the sanction for opening Branch or Pay Office includes the scope of business, its population, imports, exports and also the name of the officer supposed to be put incharge along with his qualifications. With regard to the inspection of godown etc. the Manager does it at the branches while the Accountant Incharge does it at the Pay Office. It is so in matters of stock reports also."

In cross-examination Shri Thapar (EW-1) however admits that loan proposals are first submitted to the parent branch and then transmitted to the Head Office if they are beyond their powers. He also admits that all vouchers are incorporated in his office in his books under his signature. At the same time he states that this is for internal book keeping procedure. The witness has further deposed that the Manager of the parent branch checks the pay office staff monthly and he as Manager of the parent branch used to check Una Pay Office every month. Shri Thapar furthermore has admitted that any one Manager of a branch cannot visit another branch for inspection until he is not authorised to do so but in the case of pay office it was not necessary for the parent branch Manager to obtain any previous sanction.

On the other hand Shri Om Prakash Aggarwal who came into the witness box and subjected himself to the cross examination of the other side deposed that Una was a Sub Pay Office under Hoshiarpur branch and the papers were to be sent daily to the parent office where vouchers, cheques, etc. were incorporated in the books of the parent branch. He further deposed that all the documents and account opening forms were to be sent to the main office at Hoshiarpur for record because the record at pay office Una was a 'kutchra' one and every voucher passed at the pay office was again to be signed by the parent Branch Manager after due scrutiny and then incorporated in his books. The witness proceeded that he had no power to advance any loan under any security and prior sanction of the parent office was necessary. He had no power to sanction leave to any member of the staff or to take any action much less to suspend or to punish them and that all these powers lay with the Manager of the parent branch. In cross-examination by the other side Shri Aggarwal stated that the duties of the persons working at the Una Pay Office were allotted by the parent branch Manager, Hoshiarpur.

Now on the appreciation of this evidence it is abundantly clear that Shri Aggarwal while Incharge of the Pay Office used to pass cheques and make payments in capacity of Sub Office but all these transactions were subject to the scrutiny of the parent branch, Hoshiarpur where the record was kept and all entries incorporated in the books of the parent Branch Hoshiarpur. The petitioner had no power to grant leave to any one or to punish any one member of his staff. Shri Puri arguing on behalf of the Bank mainly emphasised that the petitioner was Incharge of Pay Office which is opened with the previous sanction of the Reserve Bank like other branches and has its own separate entity. The argument was reinforced by referring to certain vouchers whereby payment was made and it was urged that the petitioner was making payments and was Incharge of cash jointly with the Cashier unlike the Accountants working in the branches, who have been held workmen. The argument advanced by the Bank representative precisely was that the Accountants are directly under the Manager of the Branches while an Accountant Incharge holds an independent charge of a small pay office and as such he is an officer because he exercises certain control over the pay office. The argument seemingly may look plausible but collapses to scrutiny of fact and law. The question for determination is as to whether one who is working under the direction of the parent Branch and has no independent charge can be treated as an officer. The legal aspect of the question has been considered in more than one decisions and the basic authority which has been referred to in those decisions and upheld by the Labour Appellate Tribunal is the dictum laid down by Justice Bind Basini Prosad in U.P. Conciliation Board award under clauses (j) and (k). These clauses are quoted as below, for facility of reference:

(j) As a general principle it may be stated that it is the nature of the work done by an employee and the degree of his responsibility which determine whether he is a clerk or an officer. His designation does not matter. The salary of an employee is no determining factor, because the definition of "workmen" in the Industrial Disputes Act, 1947, contains no limitation based on salary, as is the case in the definition of this work in the Workmen's Compensation Act, 1923. If an employee performs work of clerical nature with no responsibilities of an officer but the employers give him the designation of an officer, he is not deprived of the protection afforded to him by the United Provinces Industrial Disputes Act, 1947. Similarly, if an employee has the responsibilities of an officer, but part of his work is that of a clerical nature, he is not a clerk, but an officer. If the essential part of the work assigned to an employee is of a clerical nature and his responsibilities are not those of an officer he would be a clerk. I use the term "clerk" in contra-distinction to that of an officer. Broadly speaking, in every office there are three classes of employees, (1) officers, (2) clerical establishment and (3) inferior establishment consisting of those who do manual work. Class I is not covered by the United Provinces Industrial Disputes Act, 1947. The other two fall within its purview.

(k) I think it proper here to explain the distinction between a clerk and an officer with special reference to banks. An officer is one who has responsibilities of a directional and controlling nature within the scope of his authority. Powers such as passing final orders for payments, signing receipts and documents on behalf of the banks, appointment or other punishment or both of the subordinate staff and grant of leave to the staff are some of the attributes of officers. There may be an officer who may not possess all these attributes. Nevertheless, he may be an officer. The test is whether his duties and responsibilities are of a directional and controlling nature. Similarly there may be a clerk who may possess any of these attributes in a restricted degree. A clerk does work of a routine or mechanical nature and has no responsibility to take final decision in most of the matters which come in his hands."

Now the underlying principle is that one who has the directional and controlling power to run the administration of a Sub Branch shall have the status of an officer but one whose work is under the direct scrutiny and supervision of another shall not be dignified to be an officer. In the case of Sub Pay Offices attached with the parent branch, the object manifestly is that some work should be secured at a small station in the interest of the Bank by way of subsidiary office under the direct control of the parent branch. It is made incumbent on the person Incharge of a pay office to submit all papers to the parent branch the same day or the following day as borne out by the vouchers (Ex. 4 series) and they be signed by the Manager again with notes and remarks of checking. This procedure clearly

indicates that one who was dealing with the vouchers had no independent authority of his own and all his transaction and dealings were subject to an authority sitting at some distance expecting all papers on the following day for the purpose of scrutiny and final passage. The position of the Accountant Incharge at the Pay Office accordingly was not an independent one and the staff moreover was directly under the control of the parent Branch Manager for the purpose of leave, promotion and other conditions of service. It is also in evidence that Shri Thapar, the Manager of the parent branch visited the pay office on the 30th April on his own accord without having been asked by the head office and submitted report for the suspension of Shri Aggarwal. This clearly establishes that the pay office was under his direct charge and he did not stand in need of any previous sanction of the head office to deal with that office. In case the Pay Office Una was an independent office as urged by the Bank representative it should have been under the direct control of the District Manager or the head office. Shri Thapar in his statement admits that Shri Aggarwal was suspended on his report and that the correspondence with the head office by the Pay Office Una regarding loans and the staff matters was to be made through the parent branch. On the appraisal of all these facts I have no hesitation in coming to the conclusion that the Pay Office Una was only an adjunct of the parent branch for the purpose of securing more business and the Accountant Incharge had no controlling or directional power as to dignify him to be an officer. Any other approach to the question would lead to absurdity inasmuch as even a clerk can be called a Clerk in-charge and become an officer. Shri Aggarwal never held any charge of Sub Branch and he was only working as a senior clerk or Accountant and was put Incharge of Una Pay Office, in order to assist the parent branch Manager Hoshiarpur for securing business. The actual charge of the Pay Office was with the parent branch and the word 'Incharge' would hardly make the incumbent an officer. I am fortified in this view by a previous decision of this Tribunal in the matter of Kankhal Pay Office attached with Hardwar Branch whereby Shri S. P. Nanda was held as a workman. This decision of the Tribunal was upheld by the Labour Appellate Tribunal. No contrary authority was cited by the Employer side and in the circumstances the objection must be ruled out.

On merits the case is rather simpler. Shri Aggarwal admittedly was an old employee of the Bank having put no less than 11 years service. The charge against him was that he did not work in between 24th and 28th April 1951 and resumed work only when the parent Branch Manager Shri Thapar paid a visit on the 30th April. It is in evidence that Shri Aggarwal as well as the members of the staff viz., the clerk, the Cashier and the Peon and Chowkidar all attended office as borne out from the Attendance Register (Ex. F-p. 20). Ex. G reveals that on 24th April 1951 one fixed deposit receipt of Pt. Shivram Das was renewed and amounts adjusted in Pronote and saving Fund Accounts. Two withdrawals in the Saving Fund Ledger and one credit entry in Cash Credit Ledger as well as Day Book were all written and tallied in the hands of Shri Om Prakash. On 25th April 1951 one registered envelope returned by the Hoshiarpur office was received from post office. This envelope was produced (Ex. H) and reveals that the receipt was given by Shri Om Prakash himself. On 26th April 1951 a telegram was received and replied by the petitioner to the parent office. On 27th April 1951 Saving Fund Withdrawal notice from Pt. Karam Chand, Pleader, was received and the same was noted in the ledger. On 28th April 1951 Fixed Deposit Receipt of Thakur Sher Singh was received after Banking hours for renewal and temporary Receipt issued under the signature of Shri Om Prakash. The Bank side has not denied these transactions but Shri Puri got explained these transactions from Shri Raghubir Chand Sharma (EW-2) and in the course of arguments led great stress that all these vouchers as stated by Shri Raghubir Chand Sharma were made on the 30th and the Day Book was also written on 30th April for all four days. It was emphasised that Day Book should have been written every day according to the procedure but as the employees of Una branch had stopped working from 24th to 28th all entries were made on the 30th. It was sought to argue that the staff actually remained on strike for which Shri Aggarwal was responsible and as such it was wrong to say that the staff was working properly. Be that as it may, the hard fact remains that Shri Aggarwal and the members of the staff of Una Pay Office attended the office on the dates in question and it is problematic as to whether they did not receive any work or that actually avoided work. Even if they had avoided the work and had sympathy with the strike they did not go on strike. The staff actually went on strike on 3rd May and Shri Aggarwal still continued to work. It does not stand to reason why one who remained in the office throughout should have been picked out and sacked while others were not touched. Shri R. C. Sharma who appeared on behalf of the Employers as EW-2 admitted in his statement that he joined the strike on the 3rd May 1951 but Shri Aggarwal did not. It means that Shri R. C. Sharma, who actually joined the strike on 3rd

May 1951 must have been at the bottom of the non stoppage of work from 24th to 28th April also and the explanation of Shri Aggarwal that he controlled the situation and did not allow the public to become panicky, has a ring of truth. This is further evidenced by the Memorandum sent by the public which purports to have been signed by about a hundred citizens. I am conscious that such Memoranda are sometimes engineered by the persons concerned but in view of the fact that some of the signatories are well placed businessmen, doctors, lawyers, etc. it should receive due weight namely that Shri Om Prakash was not responsible for the stoppage of work. Shri Thapar furthermore visited before 10 A.M. when the actual work did not start. He did not make any enquiries from the public and left before 10 A.M. to join his duty at Hoshiarpur. This type of perfunctory enquiry on the basis of which report was sent and Shri Aggarwal was suspended has not much legal force. It is a different matter that Shri Thapar some how or other came to the conclusion that the work was not properly functioning at the pay office and he held the Accountant Incharge responsible for that. He thought of taking a drastic action but in the matter of security of service something more was required. No proper enquiry was made and the petitioner was suspended on the report of the parent Branch Manager and ultimately was dismissed from service. Shri Bhatia arguing on behalf of the petitioner cited various authorities whereby it has been held once and again that any discharge or dismissal from service without due enquiry was bad in the eye of law *vide*—

(1) Labour Law Journal September 1951 page 314

Buckingham and Carnatic Mills Ltd. Vs. Their workmen.

(2) Labour Law Journal June 1953 page 726

Shri Kanyaka Parameswari Groundnut and oil Mill Contractors' Company Vs. Their workmen.

(3) Labour Law Journal May 1952 page 705

Varadaraja Motor Service and others Vs. Karur Motor Workers Union.

Notwithstanding of the legal aspect that natural justice warrants proper enquiry in the matter of dismissal, I am satisfied on merits also that no case was made out by the Employer side for terminating the services of Shri Aggarwal. He has been a victim of certain suspicions which however grave they may be, cannot be the substitute of proof and no one can be sacked without proper enquiry and cogent proof.

In the result I hold that dismissal of Shri Om Prakash Aggarwal was wrongful and I allow his reinstatement. The Bank is directed to take him back in service as well as to make payment of wages and other allowances from the date of dismissal to the date of reinstatement at the rate that he was drawing immediately prior to his discharge. The direction shall be carried out within one month when the award becomes operative.

Now, therefore, this Tribunal makes its Award in terms aforesaid this the 2nd day of July 1953.

(Sd.) K. S. CAMPBELL-PURI, *Chairman.*

Central Government Industrial Tribunal, Calcutta.

#### APPENDIX (A)

*Camp, Simla, the 19th June 1953.*

#### REFERENCE No. 16 OF 1952.

In the matter of dismissal of Bhagat Ram, Peon.

*Statement of Shri Bhatia on behalf of the Employees Union and the petitioner:*

The dispute in question has been resolved by amicable settlement in terms of the application filed before the Tribunal dated 19th June 1953 (Ex. A/1). The same is signed by me in my capacity as General Secretary of the Punjab National Bank Employees Union and the petitioner has also agreed to the terms stated therein. It is prayed that the award be made in terms of the agreement.

R.O. & A.C.

(Sd.) P. R. BHATIA.....

(Sd.) K.S.C.

(Sd.) K. S. CAMPBELL-PURI,

*Statement of Shri A. S. Puri, on behalf of the Bank:*

The Bank has settled the dispute with the petitioner through the Punjab National Bank Employees Union in terms of the agreement (Ex. A/1) which is signed by me on behalf of the Bank. The Bank shall abide by the terms and it is prayed that award be made in terms of the agreement.

R.O. & A.C.

(Sd.) A. S. PURI,

(Sd.) K.S.C.

(Sd.) K. S. CAMPBELL-PURI,



Agreement (Ex. A/1) was filed by both sides and the same has been ratified by the representatives of parties by their statements made above. Award in due course.

*Camp, Simla, the 19th June 1953.*

(Sd.) K. S. CAMPBELL-PURI."

[No. LR-90(107) ]

*New Delhi, the 21st July 1953*

**S.R.O. 1452.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madurai, in the matter of an application under section 33A of the said Act from Shri V. K. Mohamed Ali, an employee of C. V. Hydross & Sons, Stevedores, Cochin.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT  
MADURAI.

PRESENT:

Sri E. Krishnamurthi, M.A., B.L., Industrial Tribunal at Madurai.

*Saturday, the 27th June 1953.*

INDUSTRIAL DISPUTE No. 7 (CENTRAL)/52.

BETWEEN:

Worker V. K. Mohamed Ali, Stevedore workman, employed under C.V.A. Hydross and Sons, Stevedores, Mattancherry, Cochin—*Petitioner.*

AND

C V. A. Hydross & Sons, Stevedores, Mattancherry Cochin—*Respondents.*

AWARD

By Order No. LR.2(345)-I, dated 14th October 1952. of the Government of India, Ministry of Labour, New Delhi, the industrial dispute between certain employers of stevedore labour and their workmen at Port Cochin has been referred to this Tribunal for adjudication.

2. The petition I.D. No. 7 (Central) of 1952 is preferred by V. K. Mohamed Ali under Section 33A of the Industrial Disputes Act. The allegations therein are that the opposite party C. V. A. Hydross & Sons, Mattancherry has contravened the provisions of Section 33 of the Industrial Disputes Act, by discharging, him on 2nd February 1953 from service as Stevedore workman, during the pendency of proceedings before this Tribunal, without the necessary permission in writing of the Tribunal and without reasonable cause, and that the petitioner should be re-instated together with wages.

3. On behalf of the employer, it is contended, that he has no permanent labour force in stevedoring work, that men are employed only on casual day-to-day basis without guaranteeing them any permanency or continuity of service, that the workmen are engaged in the morning and paid off at the end of the day, and that the petitioner is not entitled to any relief.

4. The Points for decision are:—

1. Whether the petitioner was employed by the opposite party as a stevedore workman from 1947?
2. Whether the petitioner was only a casual labourer on a day-to-day basis without any permanency or continuity of service?
3. Whether there is a contravention of section 33 of the Industrial Disputes Act?
4. Whether the Industrial Disputes Act has no application to the facts of this case, as contended on behalf of the respondents?
5. To what relief, by way of re-instatement and or compensation is the petitioner entitled?
6. What orders should be made regarding costs?

5. *Issues 1 to 6.*—This petition is preferred under Section 33-A of the Industrial Disputes Act, pending the adjudication I.D. No. 18(Central) '51. The petitioner herein is V. K. Mohamed Ali and his complaint is that he was permanently employed as Stevedore workman by the respondent C. V. A. Hydross & Sons ever since

1947, and that he was discharged on 2nd February 1952 without the express permission in writing of the Tribunal and without any reasonable cause. He prays that he should be re-instated with compensation for forced unemployment. In his evidence as W.W. 1 the petitioner states that his services were terminated about 14 years ago, and since then he has been unemployed. He was getting about 20 days work in a month. He was earning at the rate of Rs. 2-8-0 per day. For a night's work, he was given Rs. 5 and food. He swears that he was a permanent employee of the respondent. His evidence is sought to be supported by that of W.W. 2 Antony who is said to be working as a stevedore workman under Mr. Raul Abrao.

6. The contention on behalf of the respondent is that the petitioner is only a day-to-day labourer engaged on a day-to-day basis without continuity or permanency of service. It is accordingly urged that there has been no violation of section 33-A of the Industrial Disputes Act, and that there is no change or alteration in the conditions of service. It is denied that the petitioner was permanently employed by the respondent at any time.

7. There is no denial of the fact that the petitioner was discharged by the respondent on 2nd February 1952, and No permission in writing was obtained from the Tribunal for such discharge. The respondent also pleads in justification of the discharge, that he merely obeyed the directions contained in the award published in the Gazette of India, dated 5th January 1952 in I.D. No. 18 (Central) of 1951. It is not necessary to decide the various controversial matters raised by either side because after the enquiry, both parties have been persuaded to come to an agreed settlement, and the compromise assented to by either side, has been filed, and it is in the following terms:—

"The employer concerned agrees to give employment on usual terms to the petitioner as from the 26th June, 1953. The petitioner does not press his claim for compensation.

The 25th June, 1953.

For Messrs. C. V. A. Hydross & Sons.

(Sd.) C. V. A. HYDROSS, Proprietor.

(Sd.) G. B. PAI, M.A.B.L.,

Advocate for the Employer.

For the Petitioner,

(Sd.) A. GEORGE CHADAYAMURRY,

President Cochin Port Cargo Labourers  
Union, Mattancherry".

8. In my opinion, the compromise appears to be fair and reasonable and is accepted, and an award is passed in terms of the said compromise.

9. In the result, I make an order as follows:—

1. The employer, the Respondent, shall give employment on the usual terms, to the petitioner as and from 26th June, 1953.
2. The petitioner's claim for compensation is dismissed as not pressed.
3. There will be no order as to costs.

An award is passed accordingly.

Dated at Tiruchirapalli Camp, this the 27th day of June 1953.

(Sd.) E. KRISHNAMURTHI,

Industrial Tribunal at Madurai.

[No. LR.2(343).]

### ORDER

New Delhi, the 15th July 1953

**S.R.O. 1453**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Lloyds Bank Limited, Calcutta, and their workmen specified in Schedule I annexed to this order in respect of the matter specified in Schedule II;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal at Calcutta, constituted under section 7 of the said Act.

## SCHEDULE I

Sl. No.	Name of workmen	Designation	Where last employed.
1	Shri Sankari Ghose	Clerk	Lloyds Bank Limited, 29 Netaji Subhas Road Calcutta.
2	„ Ramananda Bhaduri	Do.	Do.
3	„ Kartic Majumdar	Do.	Do.
4	„ Kamal Halder	Do.	Do.
5	„ Shyama Sarcar	Do.	Do.
6	„ Kalikinkar Shom Chowdhury	Do.	Do.
7	„ Biswaswar Balai Ghose	Do.	Do.
8	„ Nomai Dutta	Do.	Do.
9	„ Karuna Ghosal	Do.	Do.
10	„ Nayananda Goswami	Do.	Do.
11	„ Monoranjan Bose	Do.	Do.
12	„ Sudhin Chakrabarti	Do.	Do.
13	„ Sachin Chatterji	Typist	Do.
14	„ Nirmal Saha	Do.	Do.
15	„ Santi Mukherji	Do.	Do.
16	„ Samiran Bose	Do.	Do.
17	„ Khitish Bose	Do.	Do.
18	„ Sita Ram	Bearer	Do.
19	„ Ram Josh Roy	Do.	Do.
20	„ Jang Bahadur	Do.	Do.
21	„ Ramritich Ram	Do.	Do.
22	„ Kanu Guchait	Sweeper	Do.
23	„ Robin Chatterjee	Clerk	Lloyds Bank Ltd., 41, Chowringhee Calcutta.
24	„ Upon Talapatra	Do	Do.
25	„ Santosh Kundu	Do.	Do.
26	„ Asoke Ghose	Do.	Do.
27	„ Promananda Bhaduri	Do.	Do.
28	„ Hiranmoy Lahiry	Do.	Do.
29	„ Durgananda Sarcar	Do.	Do.
30	„ Sudhir Bhattacharji	Do.	Do.
31	„ Hare Krishna De	Do.	Do.
32	„ Biren Roy Chowdhury	Do.	Do.
33	„ Joytish Sarcar	Do.	Do.
34	„ Kedar Singh	Bearer	Do.
35	„ Bharigubans Pandey	Do.	Do.
36	„ Ramadhar Upadhyay	Do.	Do.
37	„ Janaki Singh	Do.	Do.
38	„ Gambir Singh	Do.	Do.
39	„ Gobind Acharya	Do.	Do.
40	„ Ramdeo Singh	Do.	Do.

## SCHEDULE II

Whether the termination of the services of the workmen specified in Schedule I was justified and if not, whether they should be reinstated in service and or granted any compensation.

[No. LR-100(78).]

P. S. EASWARAN, Under Secy

## ORDER

New Delhi, the 15th July 1953

**S.R.O. 1454.**—In pursuance of the provisions of the first proviso to rule 19 of the Coal Mines Rescue Rules, 1939, the Central Government hereby specifies two per cent. of the duty collected, as the cost of collection of the duty, for purposes of the said rules.

[No. M 1(17)51.]

P. N. SHARMA, Under Secy.

